COMMISSION MEETING AGENDA
Commission Chamber
Tuesday, December 02, 2025
2:00 PM

INVOCATION

Pastor Keith Walton, Journey Community Church Sherwood Campus

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

CONSENT AGENDA

(Items 1-46)

PUBLIC SERVICES

1. Motion to **approve** Change Order 01 with Contract Management, Inc. in the amount of $21,713.58; Augusta Regional Airport (AGS) –. **(Approved by Public Services Committee November 25, 2025)**
2. Motion to **accept** GDOT FY 2025 Grant #73 – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design in the amount of $33,801.99. This item was approved during the November 13, 2025, Augusta Aviation Commission Meeting-Augusta Regional Airport (AGS) – **(Approved by Public Services Committee November 25, 2025).**
3. Motion to **approve** the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia - State of Georgia Contract Number 99999-SPD0000212-0005- .**(Approved by Public Services Committee November 25, 2025)**
4. Motion to **approve** A.N. 25-42 – Existing Location, Retail Package **Beer and Wine**. Chaithanya Cherlopalli applicant for Prosper Investments Inc d/b/a Dream Lotto, located at 2450 Windsor Spring Road. District 6, Super District 10. .**(Approved by Public Services Committee November 25, 2025)**
5. Motion to approve **A.N. 25-43** – Existing Location, New Ownership: Retail Package Beer and Wine. Vrunda Parikh applicant for Jay Mataji 897 LLC, located at 1902 Windsor Spring Rod. District 6, Super District 10 .**(Approved by Public Services Committee November 25, 2025)**
6. Motion to **approve A.N. 25-44** – Existing Location, New Ownership: Retail Package Beer and Wine. Ashley Thompson applicant for Richmond Grocery LLC d/b/a Piggly Wiggly, located at 1631 Gordon Highway. District 2, Super District 9 .**(Approved by Public Services Committee November 25, 2025)**
7. Motion to **approve** the Memorandum of Understanding (MOU) between Augusta, Georgia and the Aiken-Augusta Swim League (ASL) outlining responsibilities, programming coordination,

lane usage, fees, and operational expectations at the Augusta Aquatic Center, and to authorize the Mayor to execute the MOU. **(Approved by Public Services Committee November 25, 2025**)

ADMINISTRATIVE SERVICES

8. Motion to **approve** the purchase of one toro mower at a total cost of $33,807.10 from Jerry Pate Turf & Irrigation for the Recreation department utilizing GA state contract #9999-001-SPD-0000177-0014.**(Approved by Administrative Services Committee November 25, 2025)**

9. Motion to **approve** the award of bid #25-224; Construction Services for Appleby Branch Library in the amount of $1,058,320.00 to be performed by Horizon Construction & Associates, Inc. **(Approved by Administrative Services Committee November 25, 2025**)

10. Motion to **approve** Housing and Community Development Department's (HCD's) request to award Right Choice Property Management Company as HCD's Property Management Company. Recommendation of award is for a two (2) year contract with the option to extend for one (1) additional year.**(Approved by Administrative Services Committee November 25, 2025)**

11. Motion to **approve** of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 26-005 Emergency Standby Generator Maintenance Services, 26-007-Rental Equipment & Vehicles for 2026 Masters Tournament Operations, 26-008- Ground Support Equipment, and 26-010 Support of Gasoline and Diesel. **(Approved by Administrative Services Committee November 25, 2025)**

ENGINEERING SERVICES

12. Motion to **approve** agreement with Georgia Department of Natural Resources Environmental Protection Division permit to use groundwater within the state of Georgia in accordance with the Provisions of the Groundwater Use Act, (O.C.G.A § 12-5-90 et seq.) as amended, and the Rules and Regulations for Groundwater Use, Chapter 391-3-2. **(Approved by Engineering Services Committee November 25, 2025).**

13. Motion to **approve** Award of Bid #25-193A for the construction of the Highland Avenue Water Treatment Plant's Filter Modification Phase 2 to Rehab Construction Company, Inc.**(Approved by Engineering Services Committee November 25, 2025).**

14. Motion to **approve** increase in program funding to RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for the Utilities Department in the amount of $4,000,000.00 for execution by qualified and preselected contractors. **(Approved by Engineering Services Committee November 25, 2025).**

15. Motion to **approve** Change Order for SmartWorks Implementation (25AUA190) **(Approved by Engineering Services Committee November 25, 2025).**

16. Motion to **approve** recommend award of Bid 25-184 for replacing AC units at Highland Water Treatment Plant to Contract Management. **(Approved by Engineering Services Committee November 25, 2025).**

17. Motion to **approve** Engineering Services Contract with Ardurra Group, Inc. for Engineering Support Services (RFQ 24-132) . **(Approved by Engineering Services Committee November 25, 2025**)

18. Motion to **approve** Bid 25-182 for Upgrading Generator Controls for Both Surface water treatment plants to Cummins Inc. **(Approved by Engineering Services Committee November 25, 2025**)

19. Motion to **approve** Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities for 2026 (RFP 09-154). **(Approved by Engineering Services Committee November 25, 2025).**

20. Motion to **approve** Survey and Document Archive Effort on the Savannah River.**(Approved by Engineering Services Committee November 25, 2025).**

21. Motion to **approve** Sole Source for Lord and Company to help keep Scada in Compliance with Cyber Security. **(Approved by Engineering Services Committee November 25, 2025).**

22. Motion to **approve** Supplement funding (SA6) for Engineering Final Design Phase of the Design Consultant Services Agreement to CHA in the amount of $180,782.01 for the Willis Foreman Improvement Project. 18ENG546 AE/ RFQ 17-265. **(Approved by Engineering Services Committee November 25, 2025).**

23. Motion to **approve** supplemental (SA) funding for various Tasks including utilities coordination under Final Design Phase of the Engineering Consultant Agreement to WK Dickson & Co., Inc. (Ardurra Company) in the amount of $65,040.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114 - P164761 **(Approved by Engineering Services Committee November 25, 2025).**

24. Motion **approve** the purchase through a sole source procurement for the AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of $171,670.00 for this service annual usage with 3% annual adjustment. AMCS Platform use initial term will be five (5) years/ AE. **(Approved by Engineering Services Committee November 25, 2025).**

25. Motion **approve** and authorize Augusta Engineering accepting no-cost time extension to Georgia Environmental Protection Division (EPD) Section 319(h) FY21 Grant – Element 12 Phase 2 Biota Implementation in an Urban Stream through Aquatic Habitat Restoration and authorize mayor to execute associated documents. / AE **(Approved by Engineering Services Committee November 25, 2025).**

26. Motion to **approve** No-Cost Time Extension for GA EPD Seed Grant on Real-Time Pond Controls. **(Approved by Engineering Services Committee November 25, 2025).**

27. Motion to **approve** Sole Source for Englewood Electric Medium Voltage Circuit Protectors**(Approved by Engineering Services Committee November 25, 2025).**

28. Motion to **approve** entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project in accordance with the estimate $52,500.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE**(Approved by Engineering Services Committee November 25, 2025).**

29. Motion to authorize and approve agreement with Georgia Power (GP) for construction of street lights for Mason McKnight Pkwy, Richmond Estate, Nixon Rd Subdivision, Highgate Subdivision (GP proposals attached). Also, Approve funds in amount of $225,863.67 for these

streetlights construction./ AE**(Approved by Engineering Services Committee November 25, 2025).**

30. Motion to **approve** Emergency PO to Ferguson For Critical On-Site Spare Parts for 36" Water Line & Fittings ($50,658.12) **(Approved by Engineering Services Committee November 25, 2025).**

31. Motion to **approve** Purchase Number P490965 to Consolidated Pipe & Supply for Large Water Meters totaling $99,850.00 **(Approved by Engineering Services November 25, 2025)**

32. Approve supplement funds (SA2) for Construction Contract supplement to E R Snell Contactor, Inc. in the amount of $4,000,000.00 for water & Sanitary sewer subsurface utilities construction conflicts resolution for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. Also, approve adding $800,000 to the project Force Account for roadway improvements constructability other unforeseen conditions resolution. This funding is critical for continuity of in progress construction without delays. AE/ RFQ 22-167 (23ENG272)**(Approved by Engineering Services Committee November 25, 2025).**

33. Motion to **approve** Jefferson Energy Cooperative (JEC) Franchise Agreement to place and use their facilities in Augusta, Georgia Right-of-Way. Also authorized Augusta, GA Mayor to process and execute all associated documents with consultation of Augusta Legal Counsel. /AE**(Approved by Engineering Services Committee November 25, 2025).**

34. Motion to **approve** & Award RFP 25-241A-"On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspection & Investigations, and Construction Miscellaneous Support" Services (CEI Services) Contract to Goodwyn Mills Cawood, LLC (GMC), subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-241A V**(Approved by Engineering Services Committee November 25, 2025).**

35. Motion to **approve** proposal to enter a Professional Services Contract with Ardurra Group, Inc. to provide engineering design, bid phase, and construction administration services for the repair of Highland Avenue Water Treatment Plant East Filter Building in the amount of $595,000.00. Ardurra is a pre-qualified Engineering RFQ 24-132.**(Approved by Engineering Services Committee November 25, 2025).**

36. Motion to **approve** proposal to enter into a professional services contract with Goodwyn Mills Caywood, LLC (GMC) to provide engineering design to develop solutions that will alleviate the issues with stormwater conveyance and sanitary system infiltration and inflow along the Ellis Street corridor between Eve Street and Metcalf Street. in the amount of $201,000.00. GMC is a pre-qualified engineering consulting firm (RFQ 24-132) **(Approved by Engineering Services Committee November 25, 2025).**

37. Motion to **approve** Bid #25-238 for Ground Water Plant Generators for Hi-Tech Power Systems Inc.**(Approved by Engineering Services Committee November 25, 2025).**

38. Motion to **approve** adding $200,000.00 to AED's contract with Georgia Carolina Concrete. Funding available in account 506043410-5311920. **(Approved by Engineering Services Committee November 25, 2025).**

39. Motion to **approve** Final Funds for AUD Asphalt Contract ITB 22-178 for Blair Construction $102,897.82 (22AUA122). **(Approved by Engineering Services Committee November 25, 2025).**

PUBLIC SAFETY

40. Motion to **approve** the purchase of ammunition for the Richmond County Sheriff's Office (RCSO) in the amount of $68,550.68 utilizing the Statewide Contract for Gulf-State. **(Approved by Public Safety Committee November 25, 2025)**

41. Motion to accept a bid for ITB 25-239 Kitchen Equipment from Cook's Direct in the amount of $139,924.07 for Kitchen Equipment for the Charles B. Webster Detention Center (CBWDC) **(Approved by Public Safety Committee November 25, 2025)**

42. Motion to **accept** the QLR site agreement with the State of Georgia Office of Child Advocate allowing Juvenile Court to pursue reimbursement of expenses for the cost of attorneys and staff associated with Juvenile Court dependency cases.**(Approved by Public Safety Committee November 25, 2025)**

43. Motion to **approve** the Mutual Aid Agreement between Augusta, Georgia and Augusta Region Airport and to authorize the mayor to execute the appropriate documents.**(Approved by Public Safety Committee November 25, 2025)**

44. Motion to **approv**e a new Fire Prevention Fee Structure. **(Approved by Public Safety Committee November 25, 2025)**

45. Motion to approve changes to the Augusta Policy and Procedures Manual, Section 800.001 1 Firefighter I – Recruitment Procedures, Subsection Hiring Procedures #5 for the Augusta Fire Department.**(Approved by Public Safety Committee November 25, 2025)**

46. Motion to **approve** the award if RFP #25-203 for Construction Services to Build New Fire Station #3 for the Augusta, Georgia Fire Department to John W Spratlin & Son, LLC in the amount of $5,694,359.73 and authorize the mayor to execute all necessary documentation to proceed with the contract.**(Approved by Public Safety Committee November 25, 2025)**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 47-55)

PUBLIC SERVICES

47. Motion to **approve** an extension of the lease agreement between Augusta, Georgia and Olde Town Pickers at the end of term to continue the operations of the Riverwalk Marina Store and Warehouse for a period of six (6) months and implement monthly rent in accordance with the amended lease date effective February 1, 2025. **(Requested by Administration)**

ADMINISTRATIVE SERVICES

48. Discuss the application process including:

1. Having NGO define, how their offering addresses a clearly defined measurable community need.

2. Metrics for determining long-term, positive community impact and sustainable results;

3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and

4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee. **(Requested by Commissioner Stacy Pulliam)**

ENGINEERING SERVICES

49. Discuss the following options proposed by Dr. Malik, Director Augusta Engineering- **1)** proposed a cut of 1x per year **2)**T state requirement of a 25ft buffer (starting at the bank of the creek) which is not to be disturbed **3)**Optimal mowing time is April/May. **(Requested by Commissioner Tony Lewis)**

50. Approve procuring landfill equipment listed at attached Exhibit A at "lease-to-own" terms for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Lease term is forty-eight (48) months. /AE **(No recommendation from Engineering Services Committee November 25, 2025)**

FINANCE

51. Motion to approve transfer of funds between the Sheriff's Office FY 2025 personnel and operating budgets in the amount of $313,340.00 for contracted positions.

PUBLIC SAFETY

52. **District Attorney Jared Williams** regarding Courthouse Parking Security. **(Requested by Commissioner Francine Scott)**

53. Motion to approve the acceptance of COPS Hiring Grant. **(Deferred from the November 25, 2025 Public Safety Meeting)**

54. Approve Implementation of Radio GPS Interface through Motorola Solutions and Tyler Technologies. **(Requested by Administration)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Public.Service.Committee.Meeting

Meeting Date: 11/25/25

Augusta Regional Airport (AGS) – Checkpoint Modernization Change Order 01

Department: Augusta Regional Airport (AGS)

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

Caption: Augusta Regional Airport (AGS) – Motion to approve Change Order 01 with Contract Management, Inc. in the amount of $21,713.58.

Background: The purpose of this project is to improve the passenger terminal experience and throughput at the security screening checkpoint by expanding the building footprint into the courtyard to allow for up to 4 security screening lanes. As a part of this project, the exit lane will also be extended to meet TSA standards thereby eliminating the need for a staffed exit lane.

Contract Management, Inc is contracted to construct the Checkpoint Modernization Project at the commercial terminal building at the Augusta Regional Airport. This work is taking place in the security screening checkpoint and courtyard areas. Construction began May 13, 2025, and should be completed by May 12, 2026.

This change order provides for the following items:

1. Construction of a concrete support over an existing uncovered conduit bank.
2. Addition of a column thought to exist but found to not exist.
3. Reroute of fire sprinkler drain lines.

The change order proposals and supporting documentation presented by Contract Management, Inc. are herein attached. These items have been reviewed and found to be reasonable. The original construction contract amount for this project is $5,708,278.00. There have been no prior Change Orders on this project.

This Change Order 01 is an addition to the project in the amount of $21,713.58, and as presented would increase their total construction contract amount to

$5,727,991.58. This change order will add no additional calendar days contract time.

Analysis: Contract Management, Inc. has completed the work of this change order in the interest of maintaining the project schedule to have 3 checkpoint lanes ready for Masters® 2026 and meet the contractual final project completion of May 12, 2026.

The work outlined in this change order is necessary to complete the project and address existing conditions encountered, provide for additional safety for the traveling passengers and to address adjacent areas not originally included in the project scope, for a complete project.

Financial Impact: This change order will result in a net increase of 0.38%.

Total change orders to date are at 0.38% of the project cost.

This Amendment has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Alternatives: N/A

Recommendation: Approve Change Order 01 with Contract Management, Inc. in the amount of $21,713.58.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Mead & Hunt

CHANGE ORDER

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

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

PROJECT: **AGS Checkpoint Modernization**
Project No.: 0119700-231215.03

CHANGE ORDER NO.: **01**
Date: **11/04/2025**
Cc:

CONTRACTOR: **Contract Management, Inc.**
1829 Killingsworth Dr., Augusta, GA 30904

DESCRIPTION of CHANGE:

Change No.	Description	Amount
COR-001	CR-1 – Construct a Concrete Conduit Support Frame in Lieu of Originally Specified Pier	$ 3,640.69
COR-002	CR-2 – RFI-15 - Missing Column	$ 6,983.86
COP-001	CR-4 – PR-001 – Reroute 2” Drain Lines – Fire Sprinkler Drain Line	$ 11,089.03
	Change Order 01 TOTAL	**$21,713.58**

PROVIDED JUSTIFICATION:

1. Costs associated with the additional work are as detailed in the attached documentation and are found to be reasonable.
2. Contractor believes that figures in the CO to be reasonable and therefore final.
3. Contract Management, Inc. has executed a change order with the subcontractor(s) to move forward as a good faith effort and keep project work progressing toward completion.

ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	$	5,706,278.00
Prior Adjustments:	$	0
Contract Sum Prior to this Change:	$	5,706,278.00
Adjustment for this Change:	$	21,713.58
Revised Contract Sum:	$	5,727,991.58

ADJUSTMENT of CONTRACT TIME

Original Contract Time:	365	(days)
Prior Adjustments:	0	(days)
Contract Time Prior to this Change:	365	(days)
Adjustment for this Change:	0	(days)
Revised Contract Time:	365	(days)

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

ENGINEER
Recommended by: Mead & Hunt

11/04/25
Engineer Date

OWNER’S REPRESENTATIVE
Recommended by:

Representative Date

CONTRACTOR
Accepted by:

Date

OWNER
Approved by:

Date

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission Meeting Minutes
October 30, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members:	**Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Dan Troutman; Commissioner Larry Harris; Commissioner James Germany; Commissioner Randy Sasser; Commissioner Davis Beman, via Teams On-line; Commissioner Kay Roland**
Absent:	**Commissioner William Fennoy; Commissioner Dr. Charles Larke; Commissioner Marshall McKnight; Commissioner Wilbert Barrett;**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Chief Michael Beal; Ms. Catherine Highsmith; Ms. Jennifer Humphrey; Mr. DeAndre Davis**
Others:	**Mr. Edwin Scott – Mead & Hunt; Mark Godzina – Mead & Hunt; Larry Bracken – AGS Marshal Department; Ms. Dana Lynn McIntyre – Augusta Business Daily Mr. Skylar**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:08am, Prayer offered by Commissioner Harris.

Motion by Commissioner Sasser 2nd by Commissioner Harris to modify the agenda by adding action item: Renewal of AGS Executive Director Employment Contract to Mr. Herbert L. Judon, Jr. directly after II.A, Human Resources Committee Report.

I. **AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

A. November 13, 2025, Meeting Agenda

B. October 30, 2025, Aviation Commission Meeting Minutes
Motion by Commissioner Troutman 2nd by Commissioner Roland to approve amended November 13, 2025, Augusta Aviation Commission Agenda and October 30, 2025, Augusta Aviation Commission Meeting Minutes.
Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Human Resources Committee Report – Commissioner Randy Sasser
Verbal report received as information.

Motion by Commissioner Sasser 2nd by Commissioner Harris to approve the Renewal of AGS Executive Director Employment Contract to Mr. Herbert L. Judon, Jr. with an increase to his monthly vehicle allowance, from $600 per month to $700 per month for a term of three (3) years.
No Discussion; Unanimous Ayes; Motion Carries

III. FINANCIALS

Due to the timing of this meeting, financials are not available during this meeting and will be emailed at a later date.

IV. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Checkpoint Modernization Change Order 01 – Elizabeth Giles
Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Checkpoint Modernization Change Order 01
No Discussion; Unanimous Ayes; Motion Carries

B. Augusta Regional Airport (AGS) – GDOT FY 2025 Grant #73 Acceptance – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design – Elizabeth Giles
Motion by Commissioner Troutman 2nd by Commissioner Cioffi to approve GDOT FY 2025 Grant #73 Acceptance – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design
No Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS and Weflo Corporation – Diane Johnston
Motion by Commissioner Troutman 2nd by Commissioner Harris to approve the MOU between AGS and Weflo Corporation with the condition Weflo presents certification that the company has been registered with the Secretary of State as a foreign entity.
Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEMS

A. Media Coverage – WFXG Video / DeAndre Davis – Lauren Smith
https://redirect.field59.com/video/1d8fb03c66ec89b5ee04383f327e6f79c58f50c3.mp4

B. ARFF Transition Update – Chief Beal

VI. EXECUTIVE SESSION

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to enter Executive Session to discuss Real Estate at 10:41am
No Discussion; Unanimous Ayes; Motion Carries

A. To Discuss Real Estate
Motion by Commissioner Roland 2nd by Commissioner Troutman to exit Executive Session at 11:08am
No Discussion; Unanimous Ayes; Motion Carries

Commissioner West shared information only: She has been in discussion with Tim Shorer and Tamika Allen regarding the amount due to Augusta Regional Airport and will update the Commission when she has more information.

VII. COMMISSION COMMENTS/ACTION REQUESTS

A. Augusta Aviation Commission Roles and Committee Nominations – Commissioner Ronic West
Commissioner Sasser to lead the nominating committee efforts for Commission Chair & Vice-Chair
Commissioner West and Commissioner Cioffi to lead efforts to nominate Committee Chair & Vice-Chair

B. Augusta Aviation Committees
1. Standing Committees
   a. Finance
   b. Marketing
   c. Air Service f/k/a Airline Services Committee/Air Show Committee
   d. Personnel f/k/a Human Resources Committee
2. Special Committees
   a. Construction Committee f/k/a Construction/Special Projects Committee
   b. Masters® Committee
   c. Business Development Committee f/k/a Opportunity Ad Hoc Committee
   d. Special Projects Committee

   Commissioner West rules to change the committees as stated above except for renaming the Masters® Committee to be: Masters® and Airshow Committee

ADJOURN MEETING

Motion to adjourn by Commissioner Troutman 2nd by Commissioner Harris
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 11:23 p.m.

_____ _____

Ronic West, Chairwoman
Augusta Aviation Commission

Date

Public.Service.Committee.Meeting

Meeting Date: 11/25/25

Augusta Regional Airport (AGS) - Acceptance of GDOT FY 2025 Grant #73 – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design

---

Department: Augusta Regional Airport (AGS)

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

Caption: Augusta Regional Airport (AGS) – Motion to accept GDOT FY 2025 Grant #73 – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design in the amount of $33,801.99.

Background: Mead & Hunt submitted the 2025 Final AIG Grant Application to Joseph Robinson and Gaethan Amedee at Atlanta ADO in June. This grant included the costs associated with the design services required to construct Taxiway Connectors A4 and G2, extend Taxiway G, Realign Taxiway A, and mitigate the existing "Hot-spot" at Taxiway E. The FAA has agreed to fund the project applied for in the amount of $1,284,475. Augusta Regional Airport and Augusta-Richmond County received this grant on September 15th. The grant was formally executed by Mayor Johnson on September 16th.

Following the execution of the FAA AIG Grant, GDOT Grant #73 was submitted to AGS and the City of Augusta for review and execution. Prior to this Commission meeting, the Grant was executed by Mayor Johnson.

Analysis: Augusta Regional Airport and the City of Augusta have received a Georgia State Grant through the Georgia Department of Transportation (GDOT) in the total amount of $1,352,079.45. This grant is proposed to fund project(s) in fiscal year 2025. The grant is approved for the following project at Augusta Regional Airport:

- Grant #73 – New Taxiway Connectors & Taxiway E Hot Spot Mitigation – Design

The maximum obligation by GDOT in FY 2025 is $33,801.99. The remaining cost of the project will be funded through FAA AIG Grant Funds totaling $1,284,475.48 and Airport Enterprise funds totaling $33,801.99.

This Grant Acceptance has been reviewed by Airport Staff Attorney, Mr. Robert Kerr.

Financial Impact: This grant will be funded via FAA AIG funds at a 95/5 split between federal and local funds ($1,284,475.48 – FAA; $33,801.99 – GDOT; $33,801.99 – Airport Enterprise Funds.).

Alternatives: N/A

Recommendation: Accept GDOT FY 2025 Grant #73 – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design in the amount of $33,801.99.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

STATE OF GEORGIA

AUGUSTA-RICHMOND COUNTY

A RESOLUTION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO PERMIT THE MAYOR TO EXECUTE ALL GRANTS OFFERED TO THE AUGUSTA AVIATION COMMISSION HAVING EXPEDITED DEADLINES; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Augusta Aviation Commission is charged with the operation and maintenance of the Augusta Regional Airport at Bush Field; and

WHEREAS, the Federal Aviation Administration (FAA), Georgia Department of Transportation and other agencies occasionally offer grants with compressed or expedited deadlines for execution by the Augusta Aviation Commission and the County Commission requiring Special called meetings; and

WHEREAS, the Augusta Commission believes it to be in its best interest to permit the Mayor to execute Grants having expedited deadlines.

NOW THEREFORE LET IT BE RESOLVED AS FOLLOWS:

Section 1. The Commission hereby approves the authority of the Mayor to execute Grants offered to the Augusta Aviation Commission having expedited deadlines.

Section 2. All such grants will be brought back to the Augusta Commission to be approved and spread upon its minutes at the next regularly scheduled Commission meeting.

Section 3. **Severability.** If any section, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 4. **Effective Date.** This Resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED this 27th day of May, 2025.

COUNTY:
Approved:

Garnett L., Johnson, Mayor (Augusta, Georgia)

Attest:

Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

Clerk (Seal)

Approved as to form:

County Attorney

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission Meeting Minutes
October 30, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members:	**Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Dan Troutman; Commissioner Larry Harris; Commissioner James Germany; Commissioner Randy Sasser; Commissioner Davis Beman, via Teams On-line; Commissioner Kay Roland**
Absent:	**Commissioner William Fennoy; Commissioner Dr. Charles Larke; Commissioner Marshall McKnight; Commissioner Wilbert Barrett;**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Chief Michael Beal; Ms. Catherine Highsmith; Ms. Jennifer Humphrey; Mr. DeAndre Davis**
Others:	**Mr. Edwin Scott – Mead & Hunt; Mark Godzina – Mead & Hunt; Larry Bracken – AGS Marshal Department; Ms. Dana Lynn McIntyre – Augusta Business Daily Mr. Skylar**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:08am, Prayer offered by Commissioner Harris.

Motion by Commissioner Sasser 2nd by Commissioner Harris to modify the agenda by adding action item: Renewal of AGS Executive Director Employment Contract to Mr. Herbert L. Judon, Jr. directly after II.A, Human Resources Committee Report.

I. **AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

A. November 13, 2025, Meeting Agenda

B. October 30, 2025, Aviation Commission Meeting Minutes
Motion by Commissioner Troutman 2nd by Commissioner Roland to approve amended November 13, 2025, Augusta Aviation Commission Agenda and October 30, 2025, Augusta Aviation Commission Meeting Minutes.
Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Human Resources Committee Report – Commissioner Randy Sasser
Verbal report received as information.

Motion by Commissioner Sasser 2nd by Commissioner Harris to approve the Renewal of AGS Executive Director Employment Contract to Mr. Herbert L. Judon, Jr. with an increase to his monthly vehicle allowance, from $600 per month to $700 per month for a term of three (3) years.
No Discussion; Unanimous Ayes; Motion Carries

III. FINANCIALS

Due to the timing of this meeting, financials are not available during this meeting and will be emailed at a later date.

IV. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Checkpoint Modernization Change Order 01 – Elizabeth Giles
Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Checkpoint Modernization Change Order 01
No Discussion; Unanimous Ayes; Motion Carries

B. Augusta Regional Airport (AGS) – GDOT FY 2025 Grant #73 Acceptance – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design – Elizabeth Giles
Motion by Commissioner Troutman 2nd by Commissioner Cioffi to approve GDOT FY 2025 Grant #73 Acceptance – New Taxiway Connectors & Taxiway E Hot-Spot Mitigation Design
No Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS and Weflo Corporation – Diane Johnston
Motion by Commissioner Troutman 2nd by Commissioner Harris to approve the MOU between AGS and Weflo Corporation with the condition Weflo presents certification that the company has been registered with the Secretary of State as a foreign entity.
Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEMS

A. Media Coverage – WFXG Video / DeAndre Davis – Lauren Smith
https://redirect.field59.com/video/1d8fb03c66ec89b5ee04383f327e6f79c58f50c3.mp4

B. ARFF Transition Update – Chief Beal

VI. EXECUTIVE SESSION

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to enter Executive Session to discuss Real Estate at 10:41am
No Discussion; Unanimous Ayes; Motion Carries

A. To Discuss Real Estate
Motion by Commissioner Roland 2nd by Commissioner Troutman to exit Executive Session at 11:08am
No Discussion; Unanimous Ayes; Motion Carries

Commissioner West shared information only: She has been in discussion with Tim Shorer and Tamika Allen regarding the amount due to Augusta Regional Airport and will update the Commission when she has more information.

VII. COMMISSION COMMENTS/ACTION REQUESTS

A. Augusta Aviation Commission Roles and Committee Nominations – Commissioner Ronic West
Commissioner Sasser to lead the nominating committee efforts for Commission Chair & Vice-Chair
Commissioner West and Commissioner Cioffi to lead efforts to nominate Committee Chair & Vice-Chair

B. Augusta Aviation Committees
   1. Standing Committees
      a. Finance
      b. Marketing
      c. Air Service f/k/a Airline Services Committee/Air Show Committee
      d. Personnel f/k/a Human Resources Committee
   2. Special Committees
      a. Construction Committee f/k/a Construction/Special Projects Committee
      b. Masters® Committee
      c. Business Development Committee f/k/a Opportunity Ad Hoc Committee
      d. Special Projects Committee

      Commissioner West rules to change the committees as stated above except for renaming the Masters® Committee to be: Masters® and Airshow Committee

ADJOURN MEETING

Motion to adjourn by Commissioner Troutman 2nd by Commissioner Harris
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 11:23 p.m.

_____ _____

Ronic West, Chairwoman
Augusta Aviation Commission

Date

Meeting Name: Public Services Committee

Meeting Date: November 18, 2025

Item Name: Purchase of ADA Paratransit Cutaway Vehicles (GA SWC)

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia - State of Georgia Contract Number 99999-SPD0000212-0005.

Background: The vehicles will be purchased using Model 1's State of Georgia Contract Number 9999 SPD0000212-0005. The cost per vehicle is $130,641.75.

Analysis: These vehicles will replace two ADA Paratransit aging vehicles that have exceeded the 4-years/100,000-mile useful life established by the Federal Transit Administration. The pricing for these vehicles includes extended warranties of 5-years/100,00 miles on most components such as the chassis, climate Control System, and Structure and Body Systems.

Financial Impact: The project will be funded through FTA Grant, at 80/20 Federal and local respectively. The total cost of the project is $261,283.50.

The allocated funding breakdown is:

		Split	Federal	Local
FTA Grant GA-2024-022-00		80/20	$ 36,195.30	$ 9,048.82
FTA Grant GA-2025-013-00		80/20	$172,831.50	$42,207.88
Total	**261,283.50**		**$209,026.80**	**$52,256.70**

Alternatives: Deny request.

Recommendation: Approve the purchase of the Vehicles from Model1 contract allowing Transit to move forward with this project.

Funds are available in the following accounts: 54709-1230-54-22220

54709-1232-54-22220

REVIEWED AND APPROVED BY: N/A

Date 10/29/2025

GEORGIA DOAS

99999-SPD- SPD0000212 - 0005

FY 2025

Preparer: Karla Lynch

Base Model

Starcraft Allstar 7.3L V8 Gas 158" WB 12,500 GVWR

STARCRAFT BUS
a division of Forest River, Inc.

Base Model Price:	$	108,797.00
Mandatory Priced Options:	$	-
Other Available Options:	$	2,506.25
Other Available Options (Cont.):	$	6,587.50
CBS Unpublished Options:	$	10,791.00
Delivery Miles:		784
Delivery Fee:	$	1,960.00
Per Vehicle Price:	$	**130,641.75**

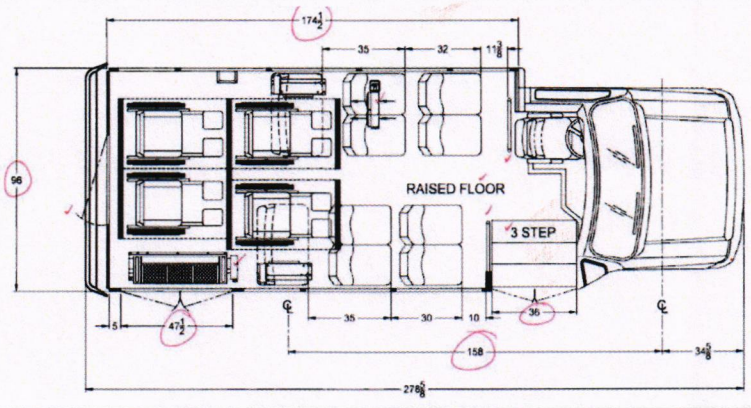
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
23'	Rear	2	12	No

QTY Vehices: 2 **Total Contract Price:** $ 261,283.50

Customer Info

Customer:	Augusta Public Transit
Address:	2844 Regency Blvd. Augusta, GA 30904
Contact:	Sharon Dottery
Office Phone:	706-821-1721
Mobile Phone:	
E-Mail:	sdottery@augustaga.gov

Floorplan



Base Model Features

Chassis

Ford E-350 chassis - 12,500 GVWR
7.3L V8 gasoline engine
6-Speed TorqShift Automatic Transmission
Twin I-Beam IFS front axle - 5,000 lbs.
Full-floating, Dana 10.5" rear axle - 8,500 lbs.
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
210 Amp Alternator
Dual, maintenance-free batteries
40 Gallon Fuel Tank
Power steering with tilt wheel
Front coil springs - 5,000 lbs
Rear multi-leaf, single-stage rear springs - 8,500 lbs
HD gas shock absorbers
Front & rear stabilizer bars
LT225/75Rx16E All Season Tires
Dual rear wheels
OEM chassis dash heater, A/C, and defroster
Chrome front bumper

Body

Starcraft Allstar
Pre-painted white galvanized steel sidewalls and skirts
Fiberglass front and rear caps
One-piece seamless FRP roof
70K BTU rear A/C system
Gerflor Sirius Graphite flooring
Yellow step nosing
Rear mud flaps
70K BTU rear heater
Electrically actuated passenger entry door with full length glass
Mid High rigid passenger seats

ADA

Double wheelchair doors with spring tensioner door stays
Rear wheelchair lift (aft of rear axle)
Braun NL-919-2 wheelchair lift (800# capacity)
ADA interlock/fast idle
Two (2) Q'Straint QRT-with L Track wheelchair securements with combo lap/shoulder belt

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Backup camera system with 7" monitor

Other Available Options

Qty	Part #	Category	Description	FY 2023 List Price	QTY Total
1	6	Interior	Grey Padded Vinyl Interior (walls and ceiling)	$ 343.75	$ 343.75
1	21	Flooring	Raised Floor 3 Step Flat to Front ** SENATOR II ONLY - NOT AVAILABLE ON CHEVY CHASSIS	$ 762.50	$ 762.50
1	33	Mirrors	Exterior Mirror Set, Remote/Heated, Ford	$ 943.75	$ 943.75
1	53	Exterior	Stainless Steel Wheel Insert, set of 4 (2 front & 2 rear) Ford E & GM	$ 343.75	$ 343.75
1	55	Exterior	Valve Stem Extender Inner Dual Rear Wheel, pair	$ 112.50	$ 112.50
-				**Sub Total Other Options**	**$ 2,506.25**

Other Available Options

Qty	Part #	Category	Description	FY 2023 List Price	QTY Total
2	64	ADA	Q8100-A1T-L Deluxe Retrctr Tie Down L Track Upper - Seat Track Lower Shldr Belt Mnt	$ 1,175.00	$ 2,350.00
1	123	Safety	Add Tinted Plexiglass Upper Panel	$ 162.50	$ 162.50
1	131	Seats	Driver Seat Cover - Level 3 Regions or any Level 3 Combo	$ 125.00	$ 125.00
2	139	Seats	Foldaway Seat, Double AM Benchback	$ 1,637.50	$ 3,275.00
12	156	Seats	Seat Cover - Level 3 Regions or any Level 3 Combination (Sherpa/Shire N/A)	$ 56.25	$ 675.00
-				**Sub Total Other Options**	**$ 6,587.50**

MODEL 1 UNPUBLISHED OPTIONS

Qty	Description	FY 2023 List Price	QTY Total
1	Driver's Barrier and Installation	$ 2,095.00	$ 2,095.00
1	Graphics Package	$ 1,960.00	$ 1,960.00
1	Angel Trax Camera Equipment and Installation	$ 4,150.00	$ 4,150.00
1	Chassis and Body Increase	$ 2,586.00	$ 2,586.00
-		**Subtotal CBS Unpublished Options:**	**$ 10,791.00**

Public Services Committee Meeting

November 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-42 – Existing Location, Retail Package Beer and Wine. Chaithanya Cherlopalli applicant for Prosper Investments INC d/b/a Dream Lotto, located at 3450 Windsor Spring Road. District 6, Super District 10
Background:	Existing location, adding Beer and Wine
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
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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

Case Number: A.N. 25-42

Application Type: Retail Package Beer & Wine – Existing Location, New Ownership (Convenient Store)

Business Name: Prosper Investments Inc d/b/a Dream Lotto

Hearing Date: November 25, 2025

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

---

Applicant: Chaithanya Cherlopalli

Property Owner Khalifa Commercial Group LLC

Address of Property: 2450 Windsor Spring Road

Tax Parcel #: 131-0-026-00-0

Commission Districts: District 6, Super District 10



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

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

Dancing – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner 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.

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number 25-42 Year 2025 Alcohol Account Number LLB20250000959

1. Name of Business Prosper investments inc DBA Dream lotto
2. Business Address 2450 D windsor spring road
3. City Augusta State GA Zip 30906
4. Business Phone (262) 372-2114 Home Phone ( )
5. Applicant Name and Address: Chaitanya Cherlopalli
   [redacted]
   Email address [redacted]
6. Applicant Social Security # [redacted] D.O.B. [redacted]
7. If Application is a transfer, list previous Applicant:
   NO
8. Business Location: Map & Parcel 131-0-026-00-0 Zoning commercial
9. Location Manager(s) Raju Nemuganti
   211 Howard rd, August, GA, 30906
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✓) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered:
12. Mailing Address:
    Name of Business Prosper investments inc DBA Dream lotto
    Attention
    Address 2450 D windsor spring road
    City/State/Zip Augusta GA 30906
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Prosper investments inc
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Chaitanya	Owner	[redacted]	[redacted]	Owner 100%
Cherlopalli				

15. What type of business will you operate in this location?
    ( ) Restaurant - Full ( ) Lounge (✓) Convenience Store
    ( ) Restaurant – Limited ( ) Package Store ( ) Hybrid
    ( ) Other:

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

Total License Fee. $ 1330
Prorated License Fee: (After July 1 ONLY) $ 1665

16. Have you ever applied for an Alcohol Beverage License before: NO
    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? (✓) Yes ( ) No If so, please initial CC



18. 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 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.

A. KALIFA commercial, SUDAA investments 2025

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

Chaitanya Cherlopalli

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 2.4 mil C) School 2640'
B) Library 3.3 mil D) Public Recreation 3 miles 1.

24. State of Georgia, Augusta-Richmond County, I, Chaitanya Cherlopalli
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.

Chaitanya
Applicant Signature

25. I hereby certify that Chaitanya Cherlopalli is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 22 day of Sep., in the year 2025

Notary Public

JEON HUI S. NOTARY PUBLIC RICHMOND COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 23, 2026

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____ Date _____

Public Services Committee Meeting

November 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-43 – Existing Location, New Ownership: Retail Package Beer and Wine. Vrunda Parikh applicant for Jay Mataji 897 LLC, located at 1902 Windsor Spring Rod. District 6, Super District 10
Background:	Existing location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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

Case Number: A.N. 25-43

Application Type: Retail Package Beer & Wine – Existing Location, New Ownership (Convenient Store)

Business Name: Jay Mataji 897 LLC

Hearing Date: November 25, 2025

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

---

Applicant: Vrunda Parikh

Property Owner Jay Maa Kali Investment LLC

Address of Property: 1902 Windsor Spring Road

Tax Parcel #: 110-4-160-01-0

Commission Districts: District 6, Super District 10



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

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

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

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

AN. 25-43



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

COPY

Augusta GEORGIA 1736
Planning & Development

Alcohol License Number (Office Use Only): LCB2025-1681

Alcohol Beverage Application

Business Legal Name: JAY MATAJI 897 LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1902 WINDSOR SPRING RD, AGUSTA, GA, 30906
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 110-4-160-01-0 Zoning: C3

Business Phone: (___) 240-444-6315 Home Phone: (___) 240-444-6315

Applicant Name: VRUNDA PARIKH

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

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

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. _____

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 09/02/2025

Mailing Address:

Name of Business: JAY MATAJI 897 LLC DBA IN-N-OUT MARKET LOTTERY STORE

Attention: VRUNDA PARIKH

Address: 1902, WINDSOR SPRING RD

City/State/Zip: AGUSTA, GA 30906

Ownership Type: ☑ Corporation ☐ Partnership ☐ Individual

Corporate Name: JAY MATAJI 897 LLC

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

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. VRUNDA PARIKH	Click or tap here to enter text. MEMBER	Click or tap here to enter text. [redacted]	Click or tap here to enter text. [redacted]	Click or tap here to enter text. 100%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

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

Total License Fee: $_____ Prorated License Fee (After July 1 ONLY: $_____

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

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

_____

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

☑ Yes ☐ No If so, please initial: VP

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

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

_____

_____

_____

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

_____

_____

_____

List owner or owners of the building and property.

JAY MAA KALI INVESTMENT LLC (MALAY PATEL)

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

VRUNDA PARIKH 100%

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, VRUNDA PARIKH 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.

Parikh Vrunda
Applicant Signature

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

This 19 day of September, in the year 2025. NOTARY PUBLIC: Heather L Cadwell

HEATHER L CADWELL
Notary Public
Howard County
Maryland
My Commission Expires Dec. 29, 2025

Office Use Only

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

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

_____ _____
Administrator Date

Public Services Committee Meeting

November 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-44 – Existing Location, New Ownership: Retail Package Beer and Wine. Ashley Thompson applicant for Richmond Grocery LLC d/b/a Piggly Wiggly, located at 1631 Gordon Highway. District 2, Super District 9
Background:	Existing location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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

Case Number: A.N. 25-44

Application Type: Retail Package Beer & Wine – Existing Location, New Ownership (Grocery Store)

Business Name: Richmond Grocery LLC d/b/a Piggly Wiggly #362

Hearing Date: November 25, 2025

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

---

Applicant: Ashley Thompson

Property Owner Southgate Augusta Shopping Center Group

Address of Property: 1631 Gordon Hwy

Tax Parcel #: 086-2-005-00-0

Commission Districts: District 2, Super District 9



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

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

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

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

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

AN.25-44



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

Planning & Development

Alcohol License Number (Office Use Only) - LCB 20250001654

Alcohol Beverage Application

Business Legal Name: Richmond Grocery, LLC dba Piggly Wiggly #362
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1631 Gordon Hwy August, GA 30906
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 0862006030 Zoning: C4

Business Phone: (912) 657-3404 Home Phone: ([redacted])

Applicant Name: Ashley Thompson

Applicant's Address: 1424 Sutherland Bluff Drive NE Townsend, GA 31331
(Complete Street Address – City, State, Zip Code)

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

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. _____

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 08/12/2025

Mailing Address:

Name of Business: Piggly Wiggly #362
Attention: Missy Thompson
Address: P.O. Box 40
City/State/Zip: Townsend, GA 31331

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: Richmond Grocery LLC

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

Name	Position	SSNO #	Address	Interest
Ashley Thompson	President	[redacted]	[redacted]	
Dina Thompson	Vice President	[redacted]	[redacted]	

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

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

Total License Fee: $_____ Prorated License Fee (After July 1 ONLY: $_____

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

If so, give year of application and its disposition: 2010, 2014, 2018, 2021/ All approved

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

☒ Yes ☐ No If so, please initial: AT

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

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

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

List owner or owners of the building and property.

Southgate Augusta Shopping Center Group

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

Ashley Thompson - President

Dina Thompson - Vice President

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

*Currently operating as Harveys Supermarket. Distances will be the same.

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

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

Applicant Signature

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

This 2nd day of October, in the year 2025 alisha Ryals

Office Use Only

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

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

Administrator Date

Public Services Committee Meeting

Meeting Date: November 25, 2025

Approval of Memorandum of Understanding between Augusta, Georgia and the Aiken-Augusta Swim League (ASL)

Department: Augusta Recreation & Parks Department

Presenter: Tameka D. Williams, Director of Recreation & Parks

Caption: Motion to approve the Memorandum of Understanding (MOU) between Augusta, Georgia and the Aiken-Augusta Swim League (ASL) outlining responsibilities, programming coordination, lane usage, fees, and operational expectations at the Augusta Aquatic Center, and to authorize the Mayor to execute the MOU.

Background: The Augusta Aquatic Center has long collaborated with the Aiken-Augusta Swim League to expand access to competitive swim programming for youth in the Augusta area. The proposed MOU formalizes roles and responsibilities for both parties related to staffing, safety, lane usage, operational procedures, insurance, rental agreements for swim meets, and annual coordination meetings. This updated MOU replaces all previously executed agreements between Augusta and ASL and incorporates operational, safety, and administrative provisions aligned with departmental standards and community needs.

Analysis: The MOU outlines:

- ASL staffing requirements, including CPR/First Aid certifications, background checks, and maintaining appropriate staff-to-youth ratios during programming.
- Requirements for maintaining ASL's 501(c)(3) status and annual reporting obligations.
- Annual meetings to set lane allocations, practice times, and planned meet schedules.
- Monthly usage fees, rental fee schedules for swim meets, and prorating rules.
- Augusta's responsibilities for facility access, maintenance, staffing, utilities, and public programming balance.
- Mutual adherence to safety guidelines, federal/state/local laws, and reporting requirements.
- Term, termination provisions, and insurance requirements.

The agreement strengthens community access to high-quality aquatic programming and ensures operational clarity between both organizations.

Financial Impact: The MOU establishes:

- Monthly usage fees paid by ASL ($4,675 for designated months).
- Rental fees for swim meets, based on meet duration and facility usage.
- Potential concession revenue sharing during meets (25% statement credit for ASL on Augusta-operated concession sales).
- No cost increases to Augusta beyond standard facility operations.

Alternatives:

1. Approve the MOU as submitted.
2. Request modifications to specific terms.
3. Decline approval, limiting coordinated programming opportunities at the Aquatic Center.

Recommendation: Approve the Memorandum of Understanding between Augusta, Georgia and the Aiken-Augusta Swim League.

Funds are available in the following accounts: N/A - Revenue-generating agreement.

REVIEWED AND APPROVED BY: N/A

MEMORANDUM OF UNDERSTANDING BETWEEN
AIKEN-AUGUSTA SWIM LEAGUE
AND
AUGUSTA, GEORGIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 20_____, by and between AUGUSTA, GEORGIA ("Augusta"), a political subdivision of the State of Georgia and the Aiken-Augusta Swim League ("ASL"), known collective as the "Parties," and clarifies the roles and responsibilities of the Parties regarding the use of the Augusta Aquatic Center.

WHEREAS, Augusta and ASL deem that it would be beneficial to both the Augusta taxpayers and local Augusta residents for ASL and Augusta to enter into a partnership and jointly provide certain programming and certain services at the Augusta Aquatic Center, 3157 Damascus Road, Augusta, GA 30909; and

WHEREAS, Augusta will continue and accept the responsibility to staff, develop, and implement sound programs for the best interest of this community; and

WHEREAS, ASL will continue to develop a professional swim program at the Augusta Aquatic Center, open and available to qualified youth participants;

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL RESPONSIBILITIES OF ASL

1. ASL shall provide sufficient staff members for the delivery of its swim program.

    i. "Staff," "staff members," and/or "members of staff" is hereby defined as individuals who are certified in CPR and First Aid and are employees of ASL.

    ii. All staff members shall be subject to a background check, drug and alcohol testing, and any other pre-employment or employment guidelines set by Augusta for ASL, the Augusta Aquatic Center, and/or non-specific guidelines for operators and/or program facilitators of/at facilities owned by Augusta. ASL shall communicate to staff members all restrictions, obligations, and responsibilities of ASL and ASL's staff members.

2. ASL shall provide adequate staffing levels at the Aquatic Center during youth programming.

    i. "Youth programming" are activities or events that are primary designed, dedicated, or intended for persons 18 years of age or younger, or for groups of people that are likely to include persons 18 years of age or younger, such as swim lessons and/or swim practice.

ii. Adequate staffing levels during youth programming is at the sole discretion of the Director of the Recreation and Parks Department of Augusta, but at no time shall be less than one staff member per twenty (20) persons 18 years of age or younger ("staff/youth ratio"). The Director of the Recreation and Parks Department of Augusta reserves the right to modify the staff/youth ratio at any time, for any reason or for no reason, for any particular event or programming, for a series of events or programming, or for all youth programming at the Augusta Aquatic Center and/or conducted by ASL.

iii. ASL shall not conduct youth programming with an insufficient staff/youth ratio. If at any time during a youth program the staff/youth ratio is not equal to 1/20 or greater, or not equal to what had been modified by the Director of the Recreation and Parks Department of Augusta or greater, ASL shall end the youth program immediately, taking into account the health and safety of participants, and may continue the program only when the staff/youth ratio complies with this subparagraph. For the purpose of this subparagraph, and in order to accurately determine the staff/youth ratio, lifeguards supervising the lap pool are counted towards the staff.

3. ASL shall be an organization incorporated by the State of Georgia, and at all times maintain good standing as such. ASL shall at all times be a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. At the annual meeting, ASL shall provide the Director of the Recreation and Parks Department of Augusta proof of its good standing as an incorporated organization and its IRS tax filing for the previous financial year.

4. ASL shall meet with Augusta annually ("the annual meeting") to discuss operations and programs, as well as any changes, modifications, or amendments to this MOU and/or any fees that may need to be modified or implemented. The annual meeting shall be held no later than June 30 of the calendar year.

5. ASL agrees to indemnify and hold harmless Augusta and its employees and agents from and against any and all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from ASL's operation of the professional swim program or any other part of this MOU. ASL further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes, additions, alterations, modifications and/or improvements made to the Augusta Aquatic Center, and hereby releases Augusta and its officers, employees, representatives and agents from liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees in connection with the aforementioned.

6. ASL shall, at all times that this MOU is in effect, cause to be maintained in force and effect an insurance policy that will insure and indemnify Augusta 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 ASL during the term of this MOU. ASL shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to ASL's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by ASL is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ASL under this MOU:

i. *Commercial General Liability* – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

ii. *Additional Insured* – ASL agrees to endorse Augusta as an Additional Insured on the Commercial General Liability Insurance Policy. The Additional Insured shall read 'Augusta as its interest may appear'.

iii. *Certificate of Insurance* – ASL agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If ASL receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, ASL agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

7. ASL shall follow all safety guidelines set forth by Augusta. ASL shall immediately notify Augusta of any violation of law, including but not limited to trespass, burglary, theft, assault, and/or battery. ASL shall immediately notify Augusta in the event of any property damage to the Aquatic Center. ASL shall immediately notify Augusta in the event of any medical emergency, accident resulting in injury or property damage, or in the event of break-ins, property damage, emergencies, injuries, or incidents. An Augusta-issued incident report must be submitted immediately following any such incident.

8. ASL shall abide by all federal, state, and local laws.

II. GENERAL RESPONSIBILITIES OF AUGUSTA

1. Augusta shall provide utilities for the Augusta Aquatic Center, as well as provide repairs and technical and general maintenance. Augusta shall provide for trash collection and recycling from the existing refuse and recycling bins on the premises of the Aquatic Center. Augusta shall provide janitorial supplies for the Aquatic Center.

2. Augusta shall comply with all federal, state, and local laws, including, but not limited to, ensuring that the Augusta Aquatic Center complies with the Americans with Disabilities Act (ADA).

3. Augusta shall provide guidelines, manuals, or rules concerning any obligation or responsibility of ASL under this MOU.

4. Augusta shall be responsible for managing any and all improvements to the Augusta Aquatic Center, surrounding park space, or other property owned by Augusta regardless of funding source.

5. Augusta shall provide, at all times, contacts for persons within Augusta to ASL for ASL to perform its obligations and responsibilities under this MOU.

6. Augusta shall make the Augusta Aquatic Center available to ASL during regular hours of operation. Regular hours of operation are subject to change within reasonable notice at the discretion of the Director of the Recreation and Parks Department of Augusta.

7. Augusta shall give advance notice to ASL if for any reason a temporary reduction in service is necessary and/or not avoidable. Such service reductions may occur due to facility rentals, special events, safety concerns - included but not limited to shortage of staff, and maintenance concerns that require a facility closure. If possible and known at the time, the advance notice shall be given no less than one (1) week before the service reduction, or if the issue requires immediate attention, all reasonable effort shall be made by Augusta to notify ASL as soon as possible.

III. SPECIFIC RESPONSIBILITIES OF ASL

1. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a written request for lane space and practice times. The request shall be based on the number of participants in the swim program, and shall take into consideration the public's need for swim space as well as other groups, teams and programs.

2. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a list of planned swim meets with approximate dates for the following year. Any additions, deletions, or modifications to this list shall be made at least six (6) weeks before the intended date of the swim meet.

3. ASL shall pay a monthly usage fee for swim practice in the amount of **$4,675.00** for the months of January through July and the months of September through December. There shall be no swim practice and therefore no monthly usage fee for the month of August.

i. ASL shall be charged monthly post-usage, and payment of such fees will be due within ten (10) days of the date of each invoice.

ii. These fees covers 4 hours swim practice during regular hours of operation and the following additional items:

- One (1) Storage room, located on the second floor of the Augusta Aquatic Center,
- Use of the conference room for the monthly board meeting of ASL if available.

iii. The monthly usage fee shall be prorated if the Augusta Aquatic Center is not available for more than 3 consecutive training days, or for more than 5 days in a given month, due to maintenance issues, other recreational activities preventing swim practice, or events of a similar nature. This prorated fee does not apply to Force Majeure events as defined in Section VI, Subsection 4. All prorated fees will be applied to the following month's fees as a statement credit.

4. ASL shall enter into and sign a lease agreement with Augusta for each planned swim meet no later than 8 weeks before the meet date.

i. In accordance with Augusta's facility rental policies, a non-refundable deposit payment is due on the date of the MOU, the remaining balance is due thirty (30) days prior to the event. The amount of the deposit is 10% of meet price.

ii. The rental fees are subject to change per meet type.
Friday 4:00PM – 9:00PM, Saturday 7:00AM – 9:00PM, Sunday 7:00AM – 3:00PM

- 3 Day Meet (Full Lap pool and Rec Pool) – **$10,570.00**
- 3 Day Meet (Full Lap Pool Only) – **$9,520.00**
- 1 Day Meet ***14 hours*** (Full Lap pool and Rec Pool) – **$5,435.00**
- 1 Day Meet ***14 hours*** (Full Lap pool) – **$4,890.00**
- Additional hours can be purchased outside of the times listed above.
    - Full Lap pool and Rec Pool – **$390.00 per Hour**
    - Full Lap pool– **$350.00 per Hour**

iii. The rental fee includes all charges, fees and payments for the swim meet, and specifically covers the following items:

- Exclusive use of the Augusta Aquatic Center (lap pool, recreation pool, pool deck, meeting room, changing rooms, visitor / spectator gallery);
- Exclusive use of the concession room (when not used for concessions sales by Augusta);
- Fees for the usage of equipment such as timing systems (subject to availability);
- Fees for additional staff such as a (1) police officer and (1) fire marshal; and
- Fees for Aquatic Center staff, including maintenance and cleaning staff.

5. ASL may make requests for material improvements of the Augusta Aquatic Center during the annual meeting. Any request shall be made in writing, and identify the needs, costs and potential benefit for ASL, the Augusta Aquatic Center, and/or Augusta.

6. As a member of the Augusta Aquatic Center community, ASL shall at all times follow all rules, regulations, and guidance in place. ASL, Augusta, the Augusta Aquatic Center, and the staff and members of those respective agencies shall treat each other as partners, with respect, and with a mutual understanding of their commitment to providing the highest level of safety and service to the guests and visitors of the Augusta Aquatic Center.

IV. SPECIFIC RESPONSIBILITIES OF AUGUSTA

1. Augusta shall allocate swimming lanes for swim practice to ASL under the principles laid out herein.

i. The Augusta Aquatic Center operates the lap pool in two modes, based on season. Between late March and early August, the lap pool will be operated as long course pool, with eight (8) 50-meter-lanes. Between early August and late March, the lap pool will be operated as short course pool, with eighteen (18) 25-meter-lanes. The exact dates shall be determined at the discretion of the Director of Parks & Recreation or a staff member authorized by the Director and are subject to change on an as-needed-basis.

ii. During the annual meeting, Augusta will receive the written request for lane space and practice times. Augusta shall make a candid and benevolent assessment of the needs laid out by ASL and shall consider the request made to the best of Augusta's ability, while also considering, balancing and providing public access to practice space, programming needs by Augusta, and other requests for lane space and practice times such as but not limited to local high schools, and other swim teams.

iii. Augusta shall notify ASL about the determination made and identify allocated swim lanes and practice times in writing.

iv. Under the terms of this MOU, ASL shall at a minimum be allocated swim lanes as follows:

- Short Course: Thirteen (13) lanes
- Long Course: Five (5) lanes

v. ASL shall be allowed the use of one (1) additional lane during both short course and long course setup, as long as that swim lane is not needed for public swim or programming by Augusta. Aquatic Center staff shall make sound and considerate judgement in determining that need.

2. During swim meets, Augusta shall provide the following services to ASL:

i. Augusta shall provide at a minimum one (1) facility maintenance staff and one facility superintendent on site throughout the entirety of the swim meet. During the duration of the meet, the superintendent shall be available for all technical

questions regarding the Augusta Aquatic Center. Maintenance staff shall assist with maintenance and cleaning inside and around the facility.

ii. Augusta shall provide for lifeguards, fire marshals and police officers to be present at the swim meet. The determination of required staffing levels are made at the discretion of the Director of Parks & Recreation, in conjunction with guidance through the Sheriff's Office, the Fire Department, and in observance of all applicable rules, policies, guidelines and laws.

iii. Augusta may choose to provide concession sales during certain times or all times of a swim meet at Augusta's discretion. Should Augusta choose to provide concession sales during a swim meet, ASL shall receive a statement credit of twenty-five (25) percent of the net concession sales revenue, usable towards payment for future rentals.

3. Augusta shall undertake any and all reasonable effort to maintain the Augusta Aquatic Center and to implement and maintain material improvements. In doing so, Augusta shall take into consideration the needs and requirements of the community and of the partners at the Augusta Aquatic Center, such as ASL. All improvements and maintenance are subject to availability of funding and follow Augusta's guidelines and procedural policies. No item, tool, utensil, equipment, and/or system shall be made part of the Augusta Aquatic Center without prior written approval of the Director of Recreation and Parks, or the appropriate Augusta approval authority. Both parties shall implement any requirement instituted via any model aquatic safety plans as described by Title 31, Chapter 45A of the Georgia Code.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and ASL with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ASL arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ASL, by executing this MOU, 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.

2. ASL 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, ASL is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ASL's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ASL may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ASL agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ASL provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's

Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by ASL. ASL assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

3. The terms of this MOU supersede any and all provisions of the Georgia Prompt Pay Act.

4. The term of this MOU shall terminate absolutely and without obligation on the part of Augusta each and every December 31st, unless terminated earlier in accordance with the termination provisions of the MOU. The term of this MOU shall begin immediately upon receipt of signed MOU and continue through December 31, 2026, unless terminated earlier in accordance with the termination provisions of the MOU. This MOU may be renewed based on the terms and conditions herein at the expiration of its term at the sole option of Augusta. The MOU may be renewed for an additional one-year period of January 1, 2027 through December 31, 2027.

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ASL and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, ASL may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

VI. TERMINATION AND NOTICES

1. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ASL under this MOU upon written notice.

2. All notices, demands and requests which may be required to be given by the Lessor or the Lessee to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for ASL:
Aiken-Augusta Swim League
C/O Makka Fouitah, Registered Agent
1404 Big Holley Ct.
Martinez, GA 30907

If intended for Augusta:
Office of the Mayor
Attn: Garnett Johnson
535 Telfair St. Suite 200
Augusta, GA 30901

Copy:

Augusta Recreation & Parks Department
Tameka D. Williams, Director
2027 Lumpkin Road
Augusta, GA 30906

3. The parties may terminate this MOU in part or in whole upon sixty (60) days' written notice to the other party.

4. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance

under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Aiken-Augusta Swim League

By:_____

Name:_____

Title:_____

Date:_____

Augusta, Georgia

By:_____

Name: Garnett Johnson

Title: Mayor

Date:_____

ATTEST: (SEAL)

By: _____

Name: Lena J. Bonner

Title: Clerk of the Commission

Date: _____

Administrative Services Committee Meeting

Meeting Date:

2025 – Recreation – Mower – GA SWC

Department:	Central Services – Fleet Management
Presenter:	Horace Green, Central Services Director
Caption:	Motion to approve the purchase of one toro mower at a total cost of $33,807.10 from Jerry Pate Turf & Irrigation for the Recreation department utilizing GA state contract #9999-001-SPD-0000177-0014.
Background:	The Recreation and Parks Maintenance Division requests to replace asset #214076, a 2014 Toro 4000-D mower that is used for maintaining sports fields and surrounding mowing areas. The current Toro Mower has been removed from their Fleet due to obsolete parts.
Analysis:	The Procurement Department approved the purchase from Jerry Pate Turf & Irrigation via letter of intent to purchase the one Toro 3200 mower utilizing GA state contract #9999-001-SPD-0000177-0014 utilizing Fleet capital account #272-01-6440/54-22510.
Financial Impact:	(1) – Toro 3200 Mower - $33,807.10 Acct #272-01-6440/54-22510
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one toro mower at a total cost of $33,807.10 from Jerry Pate Turf & Irrigation for the Recreation department.

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA

Central Services Department

Horace Green, Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

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

FROM: **Horace Green, Director, Central Services Department**

DATE: **November 5, 2025**

SUBJECT: **Request to utilize Georgia state contract to purchase one mower for the Recreation Department**

Central Services-Fleet Management request to purchase one mower for the Recreation Department utilizing State Contract #9999-001-SPD0000177-0014 from Jerry Pate Turf & Irrigation.

- Toro Groundsmaster 3200 - $33,807.10

The Recreation and Parks Maintenance Division has requested a toro mower 3200 for maintaining sports fields and surrounding mowing. The current Toro Mower, asset # 214076, has been removed from their Fleet as OEM parts are obsolete.

Please approve the request to utilize the state contract to purchase the toro mower, once we receive the approval we will proceed with the agenda process for Augusta Commission approval. Funding has been identified in Fleet Capital account #272016440/54.22510.

Please contact Fleet Management with any questions or concerns.

RL/ls

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL 35203
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: November 4, 2025
EXPIRATION DATE: Valid 30 Days

Proposed Order

Exclusively For: Attn: Fleet Department
Augusta - Richmond County
1568 Broad Street
Augusta, GA 30901
[Ph#] 706-821-2894
[Fax#]
[Customer Acct#]
[Email] kbraswell@augustaga.gov

Account Executive: Ryan McGee
404-270-0119 cell
rmcgee@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
		Toro Pricing Reflects The Georgia State Contract Discount		
		Contract # 99999-001-SPD-0000177-0014		
		Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.		
		PLEASE INITIAL HERE _____		
1	**31901A**	**Toro Groundsmaster 3200 AWD, 24.7 Yanmar Diesel**	$ 30,636.29	**$ 30,636.29**
1	31973	72 Inch Rear Discharge Deck		
1	32301	Standard Seat		
1	114-4096	Weight Kit (42 Lbs)		

Subtotal	**$**	**30,636.29**
Toro Surcharge 5%	**$**	**1,531.81**
Dealer Prep	**$**	**540.00**
Destination Fee	**$**	**1,099.00**
Total Proposal	**$**	**33,807.10**

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____ _____
Signature *Date*

_____ _____
Print Name *Title*

Thank you, we appreciate your business!

CONTRACT AMENDMENT # 3
RENEWAL # 3
REMAINING RENEWALS # 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	JERRY PATE TURF & IRRIGATION INC
Contract No.:	99999-001-SPD0000177-0014
Solicitation Title/Event Name:	Tractors, Mowers, and Earthmoving Equipment
Contract Award Date:	6/1/2021
Current Contract Term:	6/1/2024 – 5/31/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	6/1/2025
End Date of New Contract Term:	5/31/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000177-0014

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Jerry Pate Turf & Irrigation, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Scott G. Pate, Sr. Vice President
Date:	
Company Address:	5350 Tulane Drive Atlanta, GA 30336

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Tractors, Mowers, and Earthmoving Equipment	99999-001-SPD0000177	99999-001-SPD0000177-0014

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Contractor's Name
JERRY PATE TURF & IRRIGATION

(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
06/01/2021	05/31/2023	5

3. Performance Bond, If any: Other Bonds, If any:

4. Authorized Person to Receive Contract Notices for Agency: Eric Mercier
Authorized Person to Receive Contract Notices for Contractor: CHRIS KURPUIS

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. JERRY PATE TURF & IRRIGATION Contractor
Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

By (Authorized Signature)	Date Signed
	12/10/2020

Printed Name and Title of Person Signing
SCOTT G PATE

Address
5350 TULANE DRIVE, ATLANTA, GA 30336

7. Agency

Agency Name
Department of Administrative Services

By (Authorized Signature)	Date Signed
Lisa Eason	3/8/2021

Printed Name and Title of Person Signing
Lisa Eason Deputy Commissioner, SPD

Address 200 Piedmont Avenue, S.E.
Atlanta, GA 30334-9010

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) "**Contract**" or "**Statewide Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) "**Contractor**" means the provider(s) of the goods and services under the Statewide Contract.

(v) "**Purchase Instrument**" means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) "**RFX**" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(viii) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(ix) "**Statewide Contract Form**" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** Delivery and set-up fees may be an optional charge from the supplier to the authorized user and shall be pre-paid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a supplier set fee. Delivery and set-up fee charges must be annotated on the invoice as a separate line item. Authorized users reserve the right to pick up equipment at no charge. All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the authorized user. Liability for product delivery remains with the supplier until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectible or readily apparent at the time of delivery, supplier must allow equipment to be returned within a reasonable time at no cost to the authorized user. Authorized users reserve the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Supplier must make arrangements for the return of damaged equipment at no cost to the authorized user. Delivery shall be made in accordance with instructions on the purchase order from each authorized user. The supplier shall seek clarification from the authorized user if there is a discrepancy between the purchase order and what is listed on the contract.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the

Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

   (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency

reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its

performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

(i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

(i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

(iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

   (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

(i) Procure for the State the right to continue using the software;

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

(ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

(iii) Use of the software in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the

State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

   (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

   (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

   (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

   Contractor may be suspended, terminated, or debarred if it is determined that:

   (I) Contractor has made false certification here in above; or

   (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Augusta
GEORGIA

Administrative Services Committee Meeting

Meeting Date:

2025 – Recreation – Mower

Department:	Central Services – Fleet Management
Presenter:	Horace Green, Central Services Director
Caption:	Motion to approve the purchase of one toro mower at a total cost of $33,807.10 from Jerry Pate Turf & Irrigation for the Recreation department.
Background:	The Recreation and Parks Maintenance Division requests to replace asset #214076, a 2014 Toro 4000-D mower that is used for maintaining sports fields and surrounding mowing areas. The current Toro Mower has been removed from their Fleet due to obsolete parts.
Analysis:	The Procurement Department approved the purchase from Jerry Pate Turf & Irrigation via letter of intent to purchase the one Toro 3200 mower utilizing GA state contract #9999-001-SPD-0000177-0014 utilizing Fleet capital account #272-01-6440/54-22510.
Financial Impact:	(1) – Toro 3200 Mower - $33,807.10 Acct #272-01-6440/54-22510
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one toro mower at a total cost of $33,807.10 from Jerry Pate Turf & Irrigation for the Recreation department.

REVIEWED AND APPROVED BY: N/A

Administrative Services Committee

Meeting Date: November 25, 2025

Bid #25-224; Construction Services for Appleby Branch Library

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Motion to approve the award of bid #25-224; Construction Services for Appleby Branch Library in the amount of $1,058,320.00 to be performed by Horizon Construction & Associates, Inc.
Background:	The project relates to building renovations and addition services for the Appleby Branch Library, located at 2260 Walton Way, Augusta, GA 30904. Work will be performed by Horizon Construction & Associates, Inc. in accordance to plans and specification provided by the firm Studio 3 Design Group.
Analysis:	Central Services recommends award to Horizon Construction & Associates, Inc, as the company submitted the lowest compliant bid.
Financial Impact:	$1,058,320.00, Capital 272065112/54.13120
Alternatives:	A -Award bid B -Do not award bid
Recommendation:	Motion to approve the award of bid #25-224; Construction Services for Appleby Branch Library in the amount of $1,058,320.00 to be performed by Horizon Construction & Associates, Inc.
Funds are available in the following accounts:	$1,058,320.00, Capital 272065112/54.13120

REVIEWED AND APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, October 29, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 840 7090 8127; Passcode: 25224** for furnishing:

Bid Item #25-224 **Construction Services for Appleby Branch Library – Renovation Project for Augusta, GA – Central Services Department**

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

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

Bid documents may be obtained through the office of the Augusta, Georgia website under the Procurement Department ARCBid, Euna OpenBids, and Georgia Procurement Registry. Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are $175.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, September 18, 2025. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

Pre-Bid Conference will be held on Monday, October 13, 2025 @ 2:00 p.m. via Zoom Meeting ID: 842 6673 4715; Passcode: 25224. Optional Site Visit will be held on Tuesday, October 14, 2025; please contact Maria Rivera-Rivera at (706) 821-1629 in advance.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, October 15, 2025 @ 5:00 P.M. No bid will be accepted by email; all bids must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder. **A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

Correspondence must be submitted via mail or email as follows:

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

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

Andy Penick, Procurement Director

Publish:

Augusta Chronicle September 18, 25, 2025 and October 2, 9, 2025
Metro Courier

Bid Opening: Bid Item #25-224 Construction Services for Appleby Library - Renovation Project for Augusta, GA
Central Services Department - Facilities Maintenance
Bid Date: Wednesday, October 29, 2025 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 17
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 686
Georgia Procurement Registry: 4234
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 3
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Goal
Contract Management Inc. 1829 Killingsworth Road Augusta, GA 30904	Yes	Yes	225306	Yes	Yes	$1,058,455.00	YES
Horizon Constructon & Associates, Inc. P. O. Box 798 Evans, GA 30809	Yes	Yes	229921	Yes	Yes	$1,058,320.00	YES
Sommers Construction LLC 313 U N Court Grovetown, GA 30813	Yes	Yes	218563	Yes	Yes	$1,178,000.00	YES

Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Horace Greem, Director, Central Services Department
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department

Date: October 30, 2025

Subject: Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project

☑ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Horizon Construction & Associates, Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project for Augusta, Georgia, are **3% MBE** and **2% WBE respectively. The bidder/offeror has committed to a minimum of 3% *and* 2%, submitted the required forms, is responsive, and has satisfied good faith efforts**.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

Compliance Department
Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Horace Greem, Director, Central Services Department
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department

Date: October 30, 2025

Subject: Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project

☑ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Contract Management, Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project for Augusta, Georgia, are **3% MBE** and **2% WBE respectively. The bidder/offeror has committed to a minimum of 3.1% *and* 2.5%, submitted the required forms, is responsive, and has satisfied good faith efforts.**

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

Compliance Department
Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Horace Greem, Director, Central Services Department
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department

Date: October 30, 2025

Subject: Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project

☑ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Sommers Construction, LLC** Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for Bid Item # 25-224 – Construction Services for Appleby Library – Renovation Project for Augusta, Georgia, are **3% MBE** and **2% WBE respectively. The bidder/offeror has committed to a minimum of 0% *and* 2.26%, submitted the required forms, is responsive, and has satisfied good faith efforts**.

The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

Augusta GEORGIA

Central Services Department

Horace Green, Director 2760 Peach Orchard Road, Augusta GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706)799-5077 Fax

MEMORANDUM

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

FROM: **Mr. Horace Green, Director, Central Services Department**

DATE: **November 4, 2025**

SUBJECT: **Bid Item #25-224; Construction Services for Appleby Branch Library**

On Wednesday, October 29, 2025, the Central Services Department – Facilities Maintenance Division received proposals for bid item #25-224; Construction Services for Appleby Branch Library – Renovation Project. Horizon Construction & Associates, Inc. submitted the lowest compliant bid for a total of $1,058,320.00.

The Central Services Department recommends the award of a contract to Horizon Construction & Associates, Inc. for the renovation project. This company will perform the required work utilizing the specification provided in the bid scope.

Thank you for your assistance in securing these prices. Please do not hesitate to call if you have any questions or need additional clarification.

cc: Horace Green
Maria Rivera-Rivera

Bid Opening: Bid Item #25-224 Construction Services for Appleby Library - Renovation Project for Augusta, GA
Central Services Department - Facilities Maintenance
Bid Date: Wednesday, October 29, 2025 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 17
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 686
Georgia Procurement Registry: 4234
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 3
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Goal
Contract Management Inc. 1829 Killingsworth Road Augusta, GA 30904	Yes	Yes	225306	Yes	Yes	$1,058,455.00	YES
Horizon Constructon & Associates, Inc. P. O. Box 798 Evans, GA 30809	Yes	Yes	229921	Yes	Yes	$1,058,320.00	YES
Sommers Construction LLC 313 U N Court Grovetown, GA 30813	Yes	Yes	218563	Yes	Yes	$1,178,000.00	YES

Augusta Blueprint

25-224 Construction Services for Appleby Branch Library -Renovation Project for Augusta, GA Central Services Department

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone #	Fax #
1	Sommers Construction			X	P.O. Box 950 Evans, GA 30809 kiera@sommerscc.com	706-955-8244	
2	Horizon Construction			X	P.O. Box 798 Evans, GA 30809 ccrawford@horizon.aug.com	706-719-5003	
3	Contract Management			X	1829 Killingsworth Road Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
4	Dodge Construction Network			X	2860 S State Highway 161 Grand Prairie, TX 75052 darlene.baker-mann@construction.com		
5	Construct Connect			X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 Maria.thurman@constructconnect.com	513-458-5940	
6							
7							
8							
9							

Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, August 8, 2024 3:19 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000074

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-2024-000000074
Event Title: 24-224 Security Camera Improvement
Event Type: Non-State Agency

Process Log
2024/08/08 15:03:53 : Log starts for - 16313445 - EVENT_RELEASE_TO_SUPL
2024/08/08 15:03:55 : Email Process Log for the Event#: PE-72155-NONST-2024-000000074
2024/08/08 15:03:55 : Email Batch# 2408082226
2024/08/08 15:03:55 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/08/08 15:07:00 : Bad Email not sent to martronics@mindspring of MARTRONICS INC
2024/08/08 15:12:10 : Bad Email not sent to jason atlantaaccesscontrols.com of ATLANTA ACCESS CONTROLS INC
2024/08/08 15:19:29 : Total No of Contacts found for sending Email: 2217
2024/08/08 15:19:29 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000074&sourceSystemType=gpr20

08/08/2024 03:19:29 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.]

R W ALLEN CONSTRUCTION
1015 BROAD STREET
AUGUSTA, GA 30901

B R WALDEN CONSTRUCTION
2320 WALDEN DR
AUGUSTA, GA 30904

ALLEN-BATCHELLOR CONSTRUCTION
1120 JONES ST
AUGUSTA, GA 30901

KUHLKE CONSTRUCTION & ASSOCIATES
3704 BENCHMARK DR.
AUGUSTA, GA 30909

BURGESS BUILT CONSTRUCTION LLC
3318 MUNDY RD
AUGUSTA, GA 30906

MCKNIGHT CONSTRUCTION COMPANY
635 NW FRONTAGE RD
AUGUSTA, GA 30907

BLAIR CONSTRUCTION
4308 EVANS TO LOCKS RD
EVANS, GA 30809

LARRY L MCCORD, LLC DESIGN BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

REEVES CONSTRUCTION
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

SOMMERS CONSTRUCTION CO. LLC
313 UN COURT
GROVETOWN, GA 30813

SD CLIFTON, INC.
4324-WHEELER RD
AUGUSTA, GA 30907

CONTRACT MANAGEMENT
1829 KILLINGWORTH RD
AUGUSTA, GA 30904

ACC CONSTRUCTION CO
635-A NW FRONTAGE RD
AUGUSTA, GA 30907

GPK, LLC
600 BROAD STREET
AUGUSTA, GA 30901

AUGUSTA REMODELING & CONSTRUCTION
201 VALDES DR
MARTINEZ, GA 30907

CRAWFORD CONSTRUCTION
4412 COLUMBIA RD SUITE 100
MARTINEZ, GA 30907

ELMORE CONSTRUCTION
1827 KILLINGSWORTH RD
AUGUSTA, GA 30904

HORACE GREEN
CENTRAL SERVICES

MARIA RIVERA-RIVERA
CENTRAL SERVICES

YOLANDA JACKSON
COMPLIANCE

BID ITEM #25-224 CONSTRUCTION SERVICES FOR APPLEBY BRANCH LIBRARY-RENOVATION PROJECT FOR AUGUSTA, GA-CENTRAL SERVICES DEPARTMENT
BID DUE: WED, 10/29/25 @ 3:00 P.M.

BID ITEM #25-224 CONSTRUCTION SERVICES FOR APPLEBY BRANCH LIBRARY-RENOVATION PROJECT FOR AUGUSTA, GA-CENTRAL SERVICES DEPARTMENT
MAIL DATE:09/18/2025

Planholders

Add Supplier | Export To Excel

Supplier (12)

Supplier	Download Date
Amteck, LLC. (Technologies)	09/19/2025
B and E home improvement	09/23/2025
CJIS Group	09/24/2025
Dodge Data	09/18/2025
LAKESHORE LEARNING MATERIALS	09/19/2025
McMillan Pazdan Smith Architecture	10/27/2025
Onvia, Inc. - Content Department	09/18/2025
S&ME	09/25/2025
SD Clifton Construction, Inc.	09/22/2025
SOLID USA CONSULTING, LLC	09/22/2025
Sommers Construction LLC	09/29/2025
Sommers Construction LLC	10/20/2025

Add Supplier

Supplier Details

Supplier Name	Amteck, LLC. (Technologies)
Contact Name	Brendan Talty
Address	3229 Sunset Blvd., Suite A , West Columbia, SC 29169
Email	btalty@amteck.com
Phone Number	803--79-9-4400

Documents

Administrative Services Committee Meeting

Meeting Date: 11/25/2025

HCD_ Property Management Services RFP 25-273

Department:	HCD
Presenter:	Charles Jackson and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to award Right Choice Property Management Company as HCD's Property Management Company. Recommendation of award is for a two (2) year contract with the option to extend for one (1) additional year.
Background:	As a locally owned and operated company headquartered in downtown Augusta, Right Choice is deeply committed to helping the City preserve affordable housing, restore historic neighborhoods, and promote inclusive community growth across the Central Savannah River Area (CSRA).
Analysis:	Proposals were received through an RFP process according to the Augusta procurement code. Four submittals were received and evaluated. Right choice was the company deemed as the most responsive and responsible proposer due to the scoring matrix. Procurement and HCD entered into contract negotiations with the vendor and is recommending award to Right Choice. Approval of the contract will allow the selected vendor to serve as HCD Property Management Company for a two-year period with an option to extend for one additional year.
Financial Impact:	HCD will render payment by monthly invoice per unit according to the funding source as described below.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to award Right Choice Property Management Company as HCD's Property Management Company.
Funds are available in the following accounts:	CDBG: 221073210-5225110 HOME: 221073212-5225110 HOPWA: 221073213-521119 NSP: 221073217-5211119

HOME-ARP: 221073228-5222110

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Request for Proposals

Request for Proposals will be received at this office until **Monday, October 13, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 811 1266 4437; Passcode: 25273** furnishing:

RFP Item #25-273 **Property Management Services for Augusta, GA – Housing and Community Development**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be obtained on the Augusta Georgia web site under the Procurement Department ARCbid, Euna OpenBids, and Georgia Procurement Registry. 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 email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, October 6, 2025 @ 5:00 P.M. No RFP will be accepted by email, all must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

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. 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 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 submitted via mail or email as follows:

Augusta Procurement Department
Attn: Andy Penick, Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
706-821-2811 or Email: procbidandcontract@augustaga.gov

Andy Penick, Procurement Director

Publish:

Augusta Chronicle September 26, 2025 and October 2, 5, 2025
Metro Courier September 25, 2025

Revised:09/05/25

RFP Opening: RFP Item #25-273 Property Management Services for Augusta, GA - Housing and Community Development
RFP Date: Monday, October 13, 2025 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 260
Georgia Procurement Registry: 1324
Pre-Proposal Conference Attendees: NA
Total Packages Submitted: 4
Total Noncompliant: 0

Vendors	Attachment "B"	Addendums 1	E-Verify Number	SAVE Form	Original	USB Drive	Fee Proposal
Bright 10 Construction, LLC 100 Grace Hopper Lane, Ste. 3767 Augusta, GA 30901	Yes	Yes	2900073	Yes	Yes	Yes	Yes
David Greene Realty 119 Davis Road Ste. 1F Augusta, GA 30907	Yes	Yes	2057244	Yes	Yes	Yes	Yes
J. W. Professional Services, LLC 2607 Vineville Avenue, Ste 206 Macon, GA 31204	Yes	Yes	1320807	Yes	Yes	Yes	Yes
Right Choice Property Management 985 Broad Street, Suite 2 Augusta, GA 30901	Yes	Yes	1680394	Yes	Yes	Yes	Yes

RFP 25-273 Property Management Services
for Augusta, GA – Housing and Community Development Department
Opening: Monday, October 13, 2025 @ 11:00 a.m.
RFP Evaluation Meeting: Tuesday, October 14, 2025 @ 11:00 a.m.

Vendors			Bright 10 Construction, LLC 100 Grace Hopper Lane Ste. 3767 Augusta, GA 30901	David Greene Realty 119 Davis Road, Ste. 1F Augusta, GA 30907	J. W. Professional Services, LLC. 2607 Vineville Ave. Ste. 206 Macon, GA 31204	Right Chioce Property Management 985 Broad, Street, Suite 2 Augusta, GA 30901	Bright 10 Construction, LLC 100 Grace Hopper Lane Ste. 3767 Augusta, GA 30901	David Greene Realty 119 Davis Road, Ste. 1F Augusta, GA 30907	J. W. Professional Services, LLC. 2607 Vineville Ave. Ste. 206 Macon, GA 31204	Right Chioce Property Management 985 Broad, Street, Suite 2 Augusta, GA 30901
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**							
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**				**Weighted Scores**			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	2	3.5	4	5	30	52.5	60	75
3. Organization & Approach	(0-5)	15	2	2	3.5	5	30	30	52.5	75
4. Scope of Services: Provide details on your approach to the specification listed in the Scope of Services (Section III) and General Expectations (Section IV) to include experience with the following. The company must demonstrate that it has the capacity to provide property management services for community housing & development organizations, municipalities, and/or other community development groups in communities similar to the target neighborhoods as identified by AHCDD, but specifically: o Uniform Relocation Act - Documentation that evidences an understanding of the Uniform Relocation Action (URA) and its application. o Understanding federal/state/local regulations and implementation regarding rental rates, payments, property inspection and maintenance o Proficiency of financial and accounting systems as well as documentation and record keeping o Adeptness to deliver quality customer service and tenant retention policies o The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose. o IND/DEV that partner with non-profit and/or not-for profit organizations, thus demonstrating an accompanying desire to strengthen the community by strengthening the experience of the community's housing organizations, will in turn also receive additional consideration. It will be the responsibility of the IND/DEV to connect with and establish the terms and conditions of said partnership with the appropriate non- or not-for profit organization and in so doing must chose said organization based on the desire to offer to that organization the benefit of the IND/DEV's experience in property acquisition, development, marketing and sales. Such partnership should be outlined clearly demonstrating the mutual benefit to both the IND/DEV and the non- or not-for profit organization and be considered as a long term partnership offering continued benefit until sale or tenancy of said project or beyond, not just as a means to reinforce the request for qualifications.	(0-5)	25	3	2.5	3.5	5	75	62.5	87.5	125
5. Schedule of Work	(0-5)	10	2.5	3	4	4.5	25	30	40	45
6. Financial Stability	(0-5)	5	4	3	3	4.5	20	15	15	22.5
7. References	(0-5)	5	2.5	3	4	5	12.5	15	20	25
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			12	14	19	24.5	192.5	205	275	367.5
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
8. Presentation by Team	(0-5)	10					0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5					0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							**Cost/Fee Proposal Consideration**			
Lowest Fees	5	10				5	0	0	0	50
Second	5	6			5		0	0	30	0
Third	5	4					0	0	0	0
Forth	5	2					0	0	0	0
Fifth	5	1					0	0	0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0	0	5	5	0	0	30	50
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
Total Cumulative Score			12	14	24	29.5	192.5	205	305	417.5

Internal Use Only

Evaluator: Cumulative Date: 10/14/25

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 10/14/25

Augusta GEORGIA

Housing & Community Development Department

Charles Jackson
Interim Director

MEMORANDUM

TO: Mr. Andy Penick, Procurement Director

FROM: Mr. Charles Jackson, HCD Interim Director

CC: Ms. Nancy Williams, Procurement Contract Compliance Administrator
Mrs. Ashkea White, HCD Program Coordinator/Compliance
Mrs. Sonya Johnson, HCD Program Manager

DATE: November 17, 2025

SUBJECT: Recommendation of Award RFP #25-273 Property Management Services for Augusta, GA-Housing and Community Development Department

The Procurement Department received only 4 compliant proposals for RFP #25-273. The evaluation committee convened on Tuesday, October 14, 2025, to review and assess the submissions.

Based on the evaluation results, Augusta Housing and Community Development Department recommends awarding and enter into contract negotiation of this contract to Right Choice Property Management, which was the most responsive proposal and qualified company to submit on this item.

Thank you again, and if you have any questions or concerns, please contact Ashkea White at (706) 821-1870.

SHERMAN & HEMSTREET
624 ELLIS STREET
AUGUSTA, GA 30901

BLANCHARD & CALHOUN
601 SCOTT NIXON MEMORIAL DRIVE
AUGUSTA, GA 30907

MEYBOHM
3519 WHEELER RD
AUGUSTA, GA 30909

WALKER REAL ESTATE
2479 WRIGHTSBORO RD.
AUGUSTA, GA 30904

GOOD SENSE REALTY
3514 WRIGHTSBORO RD
AUGUSTA, GA 30909

PAT JEFFERSON REALTY
ATTN: PAT JEFFERSON
1126 11TH ST.
AUGUSTA, GA 30901

BLOUNT REALTY, LLC
2907C TOBACCO ROAD
HEPHZIBAH, GA 30815

AUBERN REALTY
1918 CENTRAL AVENUE
AUGUSTA, GA 30904

REALTY ONE VISIONAIRES
1106 BROAD STREET, SUITE B
AUGUSTA, GA 30901

RIGHT CHOICE PROPERTY MANAGEMENT
1106 BROAD ST., SUITE B
AUGUSTA, GA 30901

SAND HILL PROPERTIES
2935 WALTON WAY
AUGUSTA, GA 30909

JW PROFESSIONAL SERVICES
2607 VINEVILLE AVE., SUITE 206
MACON, GA 31204

Associated Management Partners
119 Davis Road #1F
Augusta, GA30907

BOB HALE REALTY
3009 DEANS BRIDGE RD.
AUGUSTA, GA 30906

AUGUSTA PARTNERS PROPERTY MANAGEMENT
3633 WHEELER RD, SUITE #125
AUGUSTA, GA 30909

CHARLES & TIA ALLEN REAL ESTATE
207 HUDSON TRACE
AUGUSTA, GA 30907

BRASHEAR REALTY
513 BROAD STREET
AUGUSTA, GA 30901

A NEW SOURCE REALTY
2880 LUMPKIN ROAD
AUGUSTA, GA 30906

KEY RESOUCE SOLUTIONS, LLC
3101 KEY COURT SW
ATLANTA, GA 30311

DAVID GREEN REALTY
ATTN: ALANA MAPPIN
119 DAVIS ROAD SUITE 1F
AUGUSTA, GA 30907

CHANNELL REALTY
3540 WRIGHTSBORO ROAD
AUGUSTA, GA 30909

Three 16 Property Services
4290 Belair Frontage Rd., Suite B
Augusta, GA 30909

Bridges Realty, LLC
3540 Wheeler Road, Ste. 140
Augusta, GA 30909

SONYA JOHNSON
HCD

CHARLES JACKSON
HCD

YOLANDA JACKSON
AUGUSTA COMPLIANCE DEPT.

RFP ITEM #25-273
PROPERTY MANAGEMENT SERVICES – FOR HOUSING & COMMUNITY DEVELOPMENT
MAILED: FRIDAY, 09/26/2025

RFP ITEM #25-273
PROPERTY MANAGEMENT SERVICES – FOR HOUSING & COMMUNITY DEVELOPMENT
DUE: TUESDAY, 10/13/2025

PAGE 1 OF 1

Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 26, 2025 4:44 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000155

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-2025-000000155
Event Title: 25-273 Property Management Services
Event Type: Non-State Agency

Process Log
2025/09/26 16:35:03 : Log starts for - 34947118 - EVENT_RELEASE_TO_SUPL
2025/09/26 16:35:10 : Email Process Log for the Event#: PE-72155-NONST-2025-000000155
2025/09/26 16:35:10 : Email Batch# 2509266544
2025/09/26 16:35:10 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/09/26 16:38:24 : Bad Email not sent to cschaffer@sperosIcom of SPEROS INC
2025/09/26 16:43:54 : Total No of Contacts found for sending Email: 1325
2025/09/26 16:43:54 : 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-2025-000000155&sourceSystemType=gpr20

09/26/2025 04:43:54 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

Add Supplier | Export To Excel

Supplier (7)

Supplier	Download Date
Block by Block	09/29/2025
Celestial Consulting Services LLC	10/07/2025
Dodge Data	09/29/2025
EMPREP Consulting	09/29/2025
Jordan Trotter Commercial Real Estate	09/29/2025
Onvia, Inc. - Content Department	09/29/2025
The Smarties Agency, LLC	10/07/2025

Add Supplier

Supplier Details

Supplier Name	Block by Block
Contact Name	Hanna Woods
Address	640 S. Fourth Street Suite 110, Louisville, KY 40202
Email	hwoods@blockbyblock.com
Phone Number	574-329-2700

Remove

Documents

Filename	Type	Action
25-273_RFP	Bid Document / Specifications	View History

FYI: Process Regarding Request for Proposals

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

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

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

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

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

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

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

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

provide the services required;

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

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

(4) The quality of performance on previous contracts;

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

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

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

(8) Price.

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

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

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

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

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

AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT
between
AUGUSTA, GEORGIA
and
Right Choice Property Management

This agreement made and entered into this _____ day of _____ 2025 (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 Housing and Community Development Department ("HCD") whose address is 510 Fenwick Street, Augusta, GA, and Right Choice Property Management, (hereinafter referred to as the Consultant or Property Manager) a Limited Liability Company whose address is 985 Broad Street, Suite 2 Augusta, GA 30901.

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, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. Consultant will conduct those activities as indicated in RFP 23-273, Section III, "Scope of Services," which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:

a. Marketing properties for rent;
b. Screening and Selecting Tenants with appropriate background, identity, credit, and financial investigations and in keeping with pre-defined tenant criteria;
c. Supervising and coordinating Tenant Move-In;
d. Collecting rent
e. Conducting dispossessory proceedings and obtaining possession of properties following default of Tenant, restoring properties to rentable condition;
f. Maintaining management-level legal compliance and coordinating with legal counsel as necessary;
g. Conducting Inspections on a quarterly or as-needed basis and providing quarterly reports on property condition;
h. Maintaining complete financial records and making disbursements to vendors, documenting all payments forensically with receipts and invoices;
i. Conducting all regular, preventive and emergency maintenance, documenting repair and maintenance activity and providing reports; and
j. Supervising Tenant move-out and return of property to the rent roll.

B. Consultant agrees to provide, as an essential and necessary component of the contract, those services described in RFP-273, Section IV, "General Expectations," the following services under this subsection. Failure to provide these essential services may cause a default and termination under this agreement or may result in a reasonable reduction of

compensation to the Property Manager, to either be agreed upon by the parties or to be submitted to a mutually-agreed-upon third-party arbitrator.

a. The Property Management must assign at least two (2) Project Representatives to perform the services under this Contract, and at least one Project Representative must be available 24 hours per day/365 days per year in the event an emergency arises.
b. The Property Management shall maintain a 24–hour emergency response system that shall acknowledge and fulfill (or commence) all HCD requests for emergency work no later than sixty minutes of notice from the tenant or HCD;
c. HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;
d. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCD's users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its sub-contractors or employees should state for whom they work and the general nature of the work to be performed;
e. The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in the project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager, HCD shall be authorized to terminate the Agreement pursuant to Notice requirements.
f. The Property Manager shall maintain and provide to HCD a list of pre-approved subcontractors, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing, mechanical, framing, and roofing. Prior to releasing any subcontractors to perform work on an HCD assets, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
g. HCD reserves the right to have the property management utilize contractors of choice for negotiating of better pricing purposes.
h. The Property Manager shall communicate professionally with HCD staff, as well as other Consultants utilized by HCD;
i. The Property Manager shall efficiently perform all activities, using standard commercial practices and using appropriately licensed sub-contractors;
j. Environmentally sustainable practices should be utilized whenever practical.
k. As part of the continuation of requirements set forth by the federal programs, Property Manager is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
l. Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submit reports resulting from said inspections to HCD no later than (3) business days after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager.
m. No later than (3) business days after completion of any repairs, Property Manager shall submit to HCD any photographs and documentation related to repairs that have been completed. Failure to submit photographs and proper documentation may result in delayed and/or reduced compensation.

n. The Property Manager shall submit all invoices promptly upon completing the work. Payment will be reimbursed within a NET 30-day period after HCD receives and approves the invoice.
o. The Property Manager is expected to handle non-routine on-call maintenance without requiring an initial deposit from HCD. This includes cases where a subcontractor requires a deposit to commence work. In such situations, the Property Manager shall pay the deposit to the subconsultant so that work can begin. The Property Manager will contact HCD to obtain approval and/or initiate repairs for services exceeding $500.

ARTICLE II
TERM

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 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion. The term of this Agreement will be two years from the effective date. Upon written agreement between the Parties, the Agreement may be extended for one additional year, but no further extensions through this Agreement shall be permitted. ``

ARTICLE III
CONSIDERATION/FEES

A. Augusta shall pay the consultant a fixed price of ninety-three and 00/100 United States Dollars ($93.00) per month for each leased unit. In addition, Consultant shall receive One-half of the first full month's lease payment for each new leased unit. All payments shall be deducted from the rents and then forwarded to HCD.
B. Augusta shall pay the Lease-Up / Marketing Fee of 50% of the first month's rent per unit, which will be retained by Right Choice.
C. Eviction Process fee of $200 will be applied and retained by Right Choice.
D. Augusta will be billed the invoice cost when a third-party vendor is required, and a 10% upcharge will apply when Right Choice in-house maintenance is provided after-hours.
E. We agree that there will be no Late Rent Fee.
F. Lease Violation Fee of $30.00 will apply per occurrence. The fee will be split 50/50 between HCD and Right Choice.
G. There will not be a No-Access Fee charge
H. Lock-Out Fee structure will be as follows: The first lock-out will be courtesy with no charge; any subsequent lock-outs will be billed at $20.00 and retained by Right Choice.
I. Any additional needed fees will require pre-approval by Augusta HCD Staff.
J. Property Management has to request prior approval for any work to be completed over $500 per unit

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant hereby represents and warrants to HCD as follows:

A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant 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.

B. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (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 Consultant is a party or by which Consultant 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 Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

C. 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 Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.

D. Financial Condition. There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.

E. No Collusion. Consultant's Proposal is genuine and not collusive or a sham. Consultant 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 Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

F. Information Supplied By Consultant. The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (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. Consultant'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.

G. Ethics: Gratuities and Kickbacks. Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of HCD 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.

H. Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-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.

I. Existence and Powers. Consultant 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.

J. Augusta's selection of the Consultant was made with specific reliance on the qualifications and experience of specific Consultant staff identified in the Consultant's response to RFP 23-273, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or HCD, Consultant agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in Consultant's response.

K. The ownership of all data, drawings, charts, etc. which are prepared or produced under this Agreement shall be that of Augusta, Georgia.

L. Contractor acknowledges that Augusta, Georgia is an "agency" pursuant to the Georgia Open Records Act, OCGA 50-18-70 et seq., and agrees to cooperate with any request for public records pursuant to that Act if such lawful request is made to Augusta, Georgia, or Contractor for public records that are open for inspection and copying pursuant to that Act. Contractor shall comply with any requirements for that Act for affidavits for trade secrets or other such confidential information that Contractor wishes to keep confidential pursuant to the requirements of law.

ARTICLE V
INSURANCE

A. Right Choice Property Management shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy that will ensure and indemnify Augusta 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 Right Choice Property Management during the term of this Agreement. Right Choice Property Management shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to Right Choice Property Management 's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement:

B. The Consultant shall carry professional/public liability insurance coverage in the amount of One Million Dollars $1,000,000 covering itself and all of its employees and agents.

a. Additional Insured – Consultant agrees to endorse Augusta as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Augusta as its interest may appear'.

b. Certificate of Insurance – Consultant agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

ARTICLE VI
TERMINATION

A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all services rendered to the date of termination as provided for herein.

B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

C. Termination of the Agreement for Default. Failure of the Consultant, which has not been remedied 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 Consultant pursuant to this term.

D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

a. **Assignment for Creditors**: The Consultant makes a general assignment for the benefit of creditors.

b. **Bankruptcy**: The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

c. **Receivership**: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.

E. Termination. Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

a. In the event that the Consultant 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 provision of 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

b. In the event that the Consultant 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
c. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of HCD.

F. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta, Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. Consultant 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 Consultant herein, or to the wages paid by Consultant to its employees.

B. Consultant 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 Consultant for sole purposes of HCD under the terms of this Agreement will at all times be the exclusive property of HCD.

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 Consultant 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.

H. HCD Approvals and Consents. When this Agreement requires any work approvals or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request,

report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. 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:
Augusta Housing and Community Development
510 Fenwick Street
Augusta, Georgia 30901
Attn: Charles Jackson (Interim Director)
Sonya Johnson (HCD Project Manager- HCD Representative)

With a Copy to:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For Consultant:
Right Choice Property Management
119 Davis Road, Suite 1F
Augusta, GA 30907
Attn: Ernest Jones

With a Copy to:

J. Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant 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.

K. Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta, Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and

court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement.

L. Compliance with laws: The Consultant 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 Consultant and Augusta. Consultant 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.

M. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

N. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

O. 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.

P. Throughout the term of this contract, Consultant 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. Consultant 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). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, Consultant will promptly disclose to Augusta f this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Q. **Inspection**. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant 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 Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

R. **Independent Contractor**. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.

S. **Assignment and Subcontracting**. The Consultant 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 Consultant 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.

T. **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. Consultant 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.

U. 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 the HCD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

V. Waivers. Failure by Augusta to insist upon the strict performance by the Consultant 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 Consultant.

W. 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, Consultant 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 the Consultant's response to RFP 22-273 (Exhibit "A"), the Consultant's response to RFP 22-273 shall take precedence over this Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Right Choice Property Management

Name: Ernest Jones

Title: Managing Member

Signature: _____

Date: _____

Augusta, Georgia Mayor

Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Augusta Housing and Community Development Department

Name: Charles Jackson

Title: Interim Director

Signature: _____

Date: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

EXHIBIT A
SCOPE OF SERVICES:

The Property Manager will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Augusta, GA (HCD) project. The Property Manager must have at least two years of work experience and knowledge of the federal programs and guidelines as listed in the request. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. At HCD's request, the Property Manager (or its subcontractor) shall secure properties, repair asset damage, perform preventive maintenance, and provide design services and build-out of minor site renovations and improvements that may fall outside of normal routine property maintenance. Property management must be able to provide a response time of no more than sixty (60) minutes for emergency or repair calls. For each fiscal year, the procured company will be responsible for the verification of persons requesting an application to ensure the total household income does not exceed the 80% AMI limit.

GEORGIA-STATE INCOME LIMITS
Augusta-Richmond County

Fiscal Year: 2025; Median Family Income: $88,300

FY 2025 Income Limit Area Median Income	FY 2022 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Richmond County **$ 88,300**	Extremely Low **(30%)** Income Limits	$ 18,550	$ 21,200	$ 23,850	$ 26,500	$ 28,650	$ 30,750	$ 32,900	$ 35,000
	Low **(60%)** Income Limits	$ 30,950	35,350	$ 39,750	$ 44,150	$ 47,700	$ 51,250	$ 54,750	$ 58,300
	Low **(80%)** Income Limits	$ 49,500	$ 56,550	$ 63,600	$ 70,650	$ 76,350	$ 82,000	$ 87,650	$ 93,300
NSP	**120%**	$ 63,400	$ 72,500	$ 81,500	$ 90,600	$ 97,850	$ 105,100	$ 112,350	$ 119,600

The procured firm will need to demonstrate both its capacity to meet the expectations of AHCDD and is track record of demonstrated skills as outlined in each of the areas noted:

Market the property for rent.

- **A.** Prepare home for rent
  a. Clean home and optimize interior appeal
  b. Manicure landscaping to increase curb appeal
- **B.** Create ads tailored to the property and advertising medium. Some of the mediums commonly used are:
  a. Paid and free rental listing websites
  b. Print publications
  c. Signs
  d. MLS
  e. Fliers
- **C.** Work with other realtors and leasing agents to find a tenant
- **D.** Field calls from prospects for questions and viewings

- **E.** Meet prospective tenants for showings throughout the week and weekend.
- **F.** Provide prospective tenants with rental applications that are legally compliant with fair housing laws and federal regulations.
- **G.** Collection of applications with application fee(unless specified by HCD to waive fees)

Tenant Screening and Selection

- **A.** Perform a background check to verify identity, income, rental history, etc.
- **B.** Work with HCD to place tenants as recommended.
- **C.** Grade tenant according to pre-defined tenant criteria
- **D.** Inform tenants who were turned down

Tenant Move In

- **A.** Draw up leasing agreements
- **B.** Confirm move-in date with tenant
- **C.** Review lease guidelines with the tenant regarding things like rental payment terms and required property maintenance
- **D.** Ensure all agreements have been properly executed
- **E.** Perform a detailed move-in inspection with the tenant and have the tenant sign a report verifying the condition of the property prior to move-in.
- **F.** Collect first month's rent and security deposit unless specified by HCD of any waivers.

Rent Collection

- **A.** Receive rent
- **B.** Searching for late payments
- **C.** Sending out pay or quit notices

Evictions

- **A.** Filing relevant paperwork to initiate and complete an unlawful detainer action
- **B.** Representing the owner in court
- **C.** Coordinating with law enforcement to remove tenant and tenants' possessions from unit
- **D.** Clean unit and make ready for new tenant

Legal

- **A.** Advise in the event of a legal dispute or litigation
- **B.** Refer the owner to a qualified attorney when necessary
- **C.** Understand and abide by the latest local, state and federal legislation that apply to renting and maintaining rental properties

Inspections

- **A.** Perform periodic inspections (Inside and outside) on a predefined schedule, looking for repair needs, safety hazards, code violations, lease violations, etc.
- **B.** Send owner quarterly reports on the condition of the properties

Financial

- **A.** Provide accounting property management services
- **B.** Make payments on behalf of owner (landscaping, insurance, pest control, etc.)
- **C.** Detailed documentation of expenses via invoices and receipts
- **D.** Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)

E. Provide quarterly reporting prepared for presentation to the property owner, its successors and/or assigns, detailing all financial transactions per unit
F. Provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses

Maintenance, Repairs, and Remodeling

A. Provide and oversee an in-house maintenance crew consisting of a network of licensed, bonded and fully insured contractor(s) who have been vetted for good pricing and good work that is up to code as approved through AHCDD.
B. HCD will handle all major remodeling or rehabilitation projects and submit payments through property management for invoicing and payment of services.
C. Notify HCD immediately of any issues requiring urgent attention.
D. Perform maintenance and preventive maintenance, including: removal of trash and debris; cutting grass and shrubbery; moving supplies such as railroad tires and signs; repairing broken gates and fences; graffiti removal; addressing/repairing hazards and liabilities such as exposed metal or sinkholes, removal of non-operable vehicles, etc.
E. Provide a monthly activity log that documents work completed by the Property Manager and outstanding issues that need to be addressed; also include photographs where appropriate or as requested.
F. Secure properties, which may include boarding up properties, installing appropriate signage (i.e., "No Trespassing", etc.) and installing fences, gates and/or padlocks.
G. Establish a preventative maintenance policy to identify and deal with repair needs
H. Assign jobs to different parties (in-house employees, handymen, and professional contractors) based on who will do the best professional job for the **best price.**
I. Maintain and monitor a 24-hour emergency repair hotline with no more than a 60-minute response time

Tenant Move Out

A. Inspect the unit and fill out a report on the property's condition when the client moves out
B. Provide tenant with a copy as well as estimated damages
C. Return the balance of the security deposit to the tenant
D. Forward any portion of the owner's portion of the tenant deposit to the owner or hold in owner reserves for repairs.
E. Clean unit and perform any needed repairs or upgrades
F. Re-key the locks
G. Put the property back on the market for rent

GENERAL EXPECTATIONS

The Property Manager is expected to perform the above scope of work in the following manner. Failure to meet the expectations outlined below may result in a reduction in compensation to the Property Manager.

A. The Property Manager must assign at least **two (2) Project Managers** to perform the services under this Contract, and at least one Project Manager being **available 24 hours per day/365 days** per year in the event an emergency arises.
B. The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;
C. HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;

D. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCD's users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its sub-contractors or employees should state for whom they work and the general nature of the work to be performed;

E. The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager, HCD shall be authorized to terminate the Contract;

F. The Property Manager shall maintain and provide to HCD a list of pre-approved sub-contractors, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any sub-contractors to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;

G. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;

H. The Property Manager shall efficiently perform all activities, using standard commercial practices and using appropriately licensed sub-contractors;

I. Environmentally sustainable practices should be utilized whenever practical.

J. As part of the continuation of requirements set forth by the federal programs, HCD is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.

K. Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submit reports resulting from said inspections to HCD no later than (3) business days after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager.

L. No later than **(3) business days after completion of any repairs**, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation.

M. Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices in a timely manner may result in delays in payment processing. The Property Manager should expect to receive payment within NET 30 business days after HCD receives and approves the invoice.

N. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant requires a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. **If the Property Manager has a limit of up to $500 on the amount of work it can perform prior to payment by HCD, the Property Manager must disclose that amount as part of its response to this Request For Proposal (RFP)**

Meeting Name

Meeting Date: November 25, 2025

2026 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Andy Penick

Caption: Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision.

26-005 Emergency Standby Generator Maintenance Services
26-007-Rental Equipment & Vehicles for 2026 Masters Tournament Operations
26-008- Ground Support Equipment
26-010 Support of Gasoline and Diesel

Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code.

The Annual Bid Item for consideration includes the following item:

	2026 BUDGET
Central Svcs Department	
26-005 Emergency Standby Generator Maintenance Services	$ 28,830.00
Recommend award to Generator Services	
Augusta Regional Airport:	
26-007 - Rental Equipment & Vehicles for 2026 Masters	$500,000.00
Recommend award to: Herc Rental and United Rental	
26-008 Gound Support Equipment	$200,000.00
Recommend award to: Lux Air Jet Centers	
26-010 Supply of gasoline and Diesel	$150,000.00
Recommend award to: Sun Coast Rental – Approve Contract	

The recommendation for the award is for a one-year term with the option to extend for an additional years up to a total of five years upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

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

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

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

Financial Impact:

User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility.

Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.

Alternatives:

Deny and require the user departments to follow the Procurement for acquiring quotes for the services needed.

Recommendation:

The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.

Funds are available in the following accounts:

User Department are responsible for the procurement of items within their approved 2026 Budget.

REVIEWED AND APPROVED BY:

N/A

SUPPLY AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 1st day of January 2026, by and between **AUGUSTA, GEORGIA** (the "Operator") and Sun Coast Resources, Georgia limited liability company with its an office located at 625 5th Street Augusta, Georgia 30901 (the "Distributor") .

W I T N E S S E T H T H A T

In consideration of the mutual covenants herein contained, Operator, Distributor and Owner agree, as follows:

-1-

Operator is the Owner of the Augusta Regional Airport located at 1501 Aviation Way, Augusta, in Richmond County, Georgia.

-2-

Operator warrants that it has complied and will comply with all environmental laws relating to the use and operation of all gasoline tanks and dispensing equipment and fixtures, the appropriate testing for leakage of any contaminants, the applicable reporting requirements. Operator will provide information requested by Distributor to illustrate compliance with all applicable environmental laws, rules and regulations.

-3-

Except as otherwise specifically provided herein, during the Term, Distributor agrees to provide unleaded gasoline and diesel to the Premises with the same to be supplied by Distributor on an as needed basis. The Operator makes no guarantee as to the amount of unleaded gasoline and diesel to be purchased during the term of the Agreement.

-4-

The purchase price of all gasoline sold pursuant to this Agreement will be North Augusta **$-0.076.** above the posted rack price per gallon at point of purchase with respect to each product plus freight and the purchase price of all diesel sold pursuant to this Agreement will be North Augusta **$-.0599** above the posted rack price per gallon at point of purchase with respect to each product plus freight. The term "freight" as used in the preceding sentence means the common

carrier rate which would be applicable to the deliveries. The amount of freight will be charged even if delivery is made by vehicles owned by Distributor.
All products sold pursuant to this Agreement will be invoiced to Operator at the time of delivery.

Original invoice(s) must be submitted as follows:
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Attn: Risa Bingham
Ph.: (706) 798-3136
FAX: (706) 798-1551

With a copy to: Kenneth L. Hinkle, C.M.
Director of Aircraft Services
Augusta Regional Airport
1501 Aviation Way |Augusta, GA 30906

-5-

Operator shall be responsible for all claims and demands of every kind caused or arising from the use, occupancy or operation of the Premises by Operator as related to the subject matter of this Agreement, and to the extent required by Georgia law, Operator will obtain and keep in force at its own cost and expense throughout the term of this Agreement adequate public liability insurance.

-6-

Operator agrees to maintain all tanks located on the Premises and all equipment and fixtures in good order and repair.

-7-

7.1 Distributor shall be excused from delay or nonperformance hereunder if Distributor shall be unable to meet the demands for its products with supplies from its normal or usual sources, or if any whatsoever beyond Distributor's control, such as the reasons listed in subsection
7.2 below. In any such contingency, Distributor shall have the right to curtail delivery or allocate its supply of gasoline and petroleum products for sale among all of its customers in any manner which in its sole discretion is fair and reasonable under the circumstances and Operator shall not hold Distributor responsible for any losses or damages which Operator may suffer as a result of any such

curtailment or allocation. Distributor shall not be required to make up any product not so delivered. If Distributor cannot supply Operator, Operator shall have the option to purchase gasoline and petroleum products from another source.

7.2 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of this obligation by reason of such Force Majeure, there shall be an equitable adjustment of the schedule. Distributor will not be liable for failure to perform or for delay in performance as a result of Force Majeure, including the following:

(a) Any cause beyond its reasonable control;
(b) Any act of God;
(c) Inclement weather;
(d) Earthquake;
(e) Fire;
(f) Explosion;
(g) Flood;
(h) Strike or other labor dispute;
(i) Any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other transportation facility;
(j) Delay or failure to act of any governmental or military authority;
(k) Any war, hostility or invasion;
(l) Any embargo, sabotage, civil disturbance, riot or insurrection;
(m) Any legal proceedings; or
(n) Failure to act by Distributor's suppliers due to any cause which Distributor is not responsible, in whole or in part.

-8-

This Agreement shall extend for a period of one (1) year beginning on January 1, 2026 and ending at midnight on December 31, 2026 (the "Term"). Operator, at its option may extend the term of the Agreement for an additional one (1) year period by providing notice to Distributor prior to the expiration of the then-current term and presenting the proposed extension to its Aviation Commission for approval.

-9-

For the purposes of this Agreement, any of the following acts on the part of Operator shall be considered to be a breach of this Agreement: the filing of a petition of bankruptcy or receivership proceedings; failing to submit the required reports; failing to comply with any of the terms and conditions of this Agreement. In the event of any breach of or default under this Agreement by any

party, any of the remaining parties shall give written notice of such breach and demand that the same be cured within ten (10) days. If the breach is not cured within said ten (10) day period, the non- breaching party may pursue its rights and remedies at law or in equity. It is hereby agreed by the parties such specific performance of this Agreement shall be an appropriate remedy for any breach.

-10-

Any sale, transfer or encumbrance of the assets or rights of any party to this Agreement or the properties or rights which are the subject of this Agreement shall be made subject to the terms, provisions and obligations of this Agreement, which shall be binding upon the heirs, successors, assignees, purchasers or transferees of the property involved.

-11-

Operator is involved in the sale of petroleum products upon the Premises. Operator understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Operator accepts certain responsibility as the operator of a retail facility. Operator must take diligent and continual precautions to discover and stop any such leakage through adequate inventory control. Operator agrees to take such actions as reasonably required to assure that the tank system and release detection system are operated and maintained in accordance with all applicable laws, rules and regulations.

-12-

Waiver on the part of any party hereto as to any breach or default on the part of any other party shall not constitute a waiver as to any subsequent breach or default, whether or not similar in character.

-13-

This Agreement does not constitute any party hereto as an agent, legal representative, joint venture, partner, employee, servant or agent of any party hereto for any purpose whatsoever. Each party is an independent contractor with respect to the other parties and is in no way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any other party hereto.

-14-

All notices provided for herein shall be considered as properly given if delivered in writing personally or if sent by registered or certified mail addressed as follows:

As to Operator:

To Operator: For all notices to City the address will be:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to: Augusta General Counsel
Augusta Law Department
535 Telfair Street, Bldg., 3000
Augusta, Georgia 30901-2286
Ph: (706) 842-5550
Fax: (706) 842-5556

As to Distributor:

Sun Coast Resources, LLC.
625 5th Street
Augusta, Georgia 30901
713-429-6702

-15-

This Agreement cancels and supersedes all prior agreements and understandings between the parties hereto pertaining to matters covered herein and there are no other agreements, written or oral, between the parties pertaining to the subject matter hereof.

-16-

Without the prior written consent of Operator, Distributor may not assign, transfer or convey any of its interests under this Agreement, nor delegate any of its obligations or duties under this Agreement except as provided herein.

16.1 Consent of Operator Required. Any assignment of this Agreement or rights under this Agreement, in whole or part, without the prior written consent of Operator shall be void, except that, upon ten (10) calendar days' prior written notice to Operator, the Distributor may assign monies due or to become due under this Agreement. Any assignment of monies will be subject to proper setoffs in favor of the Operator and to any deductions provided for in this Agreement.

16.2 No Relief of Responsibilities. No assignment will be approved which would relieve Distributor of its responsibilities under this Agreement.

16.3 Parties Bound. This Agreement will be binding upon and inure to the benefit of the Operator and Distributor and their respective successors and assigns.

-17-

17 Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Operator cannot enter a Agreement for the physical performance of services unless the Distributor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

17.1 Distributor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

17.2 Distributor has executed an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Agreement as Attachment B.

17.3 Distributor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Agreement, Distributor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment B.

-18-

Corporate Authority. Distributor has executed a Certificate of Corporate Authority attached hereto as Attachment B. The officials of the Distributor executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Distributor. Distributor has all requisite power and authority to enter into and perform its obligations under this Agreement. The execution and delivery by the Distributor of this Agreement and the compliance by the Distributor with all of the provisions of this Agreement (i) is within the purposes, powers, and authority of the Distributor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Distributor and is legal and will not conflict with or constitute on the part of the Distributor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, Agreement, or other agreement or instrument to which the Distributor is a party or by which the Distributor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Distributor; and (iii) has been duly authorized by all necessary action on the part of the Distributor. This Agreement is the valid, legal, binding and enforceable obligation of the Distributor.

-19-

Independent Contractor. Distributor is acting, in performance of this Agreement, as an Independent Contractor. Personnel supplied by the Distributor or its agents or subcontractors hereunder are not the Operator's employees, or agents and Distributor assumes full responsibility for their acts. Distributor shall be solely responsible for the payment of compensation to its employees and subcontractors. The Operator shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Distributor employee, its subcontractors or agent's employees, but such responsibility shall be solely that of Distributor. This clause of the Agreement does not prevent the Operator from requiring Distributor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Distributor to perform the requirements of this Agreement satisfactorily, according to the terms set forth herein. No act or direction of the Operator shall be deemed to be the exercise of supervision or control of the Distributor's performance hereunder.

Insurance. During the term of this Agreement, Distributor shall provide, pay for, and maintain with companies reasonably satisfactory to the City and the Aviation Commission, the types of insurance as set forth in the Augusta, Georgia Code, and Georgia law, as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and with an Insurer rated "A" or better by AM Best. All policies shall include hold harmless provisions. In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement, the more stringent requirement shall govern. In no event shall Distributor maintain any insurance less than the requirements set forth in the Augusta, Georgia Code, as amended.

20.1 All liability policies of Distributor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

20.2 The Distributor shall procure and maintain continuously in effect throughout the term of its activities upon the Airport at Distributor's sole expense, insurance of the types and in at least such minimum amounts as set forth in this Section.

20.3 The Distributor's insurance policies as required by this Agreement shall apply separately to Augusta as if separate policies had been issued to Distributor and Augusta. The Distributor's Comprehensive General Liability policy shall protect Augusta, GA, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees against any and all liability created by reason of Distributor's conduct.

20.4 The Distributor's insurance shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the Augusta's Risk Manager.

(a) Distributor shall furnish to the Risk Manager Certificates of Insurance evidencing that all of the herein stated requirements have been met. The amount or amounts of all required policies shall not be deemed a limitation of the Distributor 's Agreement to indemnify and hold harmless Augusta, Georgia, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees; and in the event Distributor or Augusta, Georgia shall become liable in an amount in excess of the amount or amounts of such policies, then the Distributor shall save Augusta, Georgia, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees harmless from the whole thereof, except in the event of gross negligence of Augusta, Georgia

20.5 The Distributor is required to maintain minimum insurance to protect the Distributor and Augusta, GA from the normal insurable liabilities that may be incurred by Distributor. In the event, such insurance as required shall lapse, Augusta, Georgia and the Augusta Aviation Commission reserve the right to obtain such insurance at the Distributor's sole expense.

20.6 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to Augusta no less than thirty (30) days prior to cancellation or change.

20.7 Distributor shall carry the following types and minimum amounts of insurance coverage at the Operator:

(a) Worker's Compensation Insurance - With employer's liability coverage of at least $1,000,000 each accident, $1,000,000 each employee and a $1,000,000 disease policy limit. The foregoing insurance shall be endorsed to state that that the workers' compensation carrier waives its right of subrogation against the Augusta-Georgia its officers, agents, elected and appointed officials, representatives, volunteers, and employees, and the Aviation Commission and its employees.

(b) Comprehensive General Liability Insurance – In the amount of Five Million ($5,000,000) against claims for bodily injury, death or property damage occurring on, in about the Distributor 's premises and the Operator, in an amount recommended by the Risk Manager and acceptable to the City. Said coverage shall include products and completed operations. The foregoing insurance shall be endorsed to state that it will be primary to the City and the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta-GA, the Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, GA, the Aviation Commission, their officers, employees, agents, elected and appointed officials shall be added as additional insureds on said policies, including products and completed operations. Said policy shall contain Severability of Interest Clause and shall include Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

(c) Automobile Insurance. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Distributor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta GA and the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, GA, the Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta GA, the Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

(d) All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. The required policies of insurance shall be in compliance with the laws of the State of Georgia.

20.8 If at any time the Augusta Regional Airport Executive Director requests a written statement from the

insurance company as to any impairments to the aggregate limit, Distributor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Distributor authorizes the Augusta Aviation Commission and/or Augusta's Risk Manager to confirm with Distributor's insurance agents, brokers, and insurance companies all information furnished.

20.9 The acceptance of delivery to Augusta and the Augusta Aviation Commission of any certificate of insurance evidencing the insurance coverage and limits required under this Agreement does not constitute approval or acceptance by Augusta or the Augusta Aviation Commission that the insurance requirements in this Agreement have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by Augusta.

20.10 The Distributor and Augusta and the Augusta Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Distributor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Distributor shall furnish Augusta, within ten (10) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.

20.11 If at any time the Augusta Regional Airport Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to Augusta and Augusta Aviation Commission as soon as practical but in every instance prior to expiration of current coverage.

20.12 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to Augusta and the Augusta Aviation Commission.

20.13 An insurance binder letter or a Certificate of Insurance must be sent to:

Augusta Regional Airport
1501 Aviation Way
Augusta, Ga. 30901
Attn: Executive Director

-21-

Default and Termination.

Termination by Operator. This Agreement shall be subject to termination by the Operator at any time in the opinion of the Operator the Distributor fails to carry out the Agreement provisions or if any one or more of the following events occurs:

21.1 The default by Distributor in the performance of any of the terms, covenants or conditions of the Agreement, and/or the failure of Consultant to remedy, or undertake to remedy with sufficient forces and to the Operator's reasonable satisfaction. The Operator shall provide the Distributor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Distributor fails to remedy such conditions within five (5) days to the satisfaction of the Operator, the Operator may exercise its option in writing to terminate the Agreement without further notice to the Distributor and order the Distributor to stop providing services immediately and vacate

the premises; and to cancel ordered products with no expense to the Operator.

21.2 Distributor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Distributor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

21.3 Distributor's failure to provide services according to the specifications contained herein.

21.4 Distributor's failure to keep, perform, or observe any other term or condition of this Agreement.

21.5 Distributor's performance of the Agreement is unreasonably delayed.

21.6 The Operator reserves the right to terminate this Agreement if the services provided under this Agreement do not meet or exceed existing industry standards. The Operator reserves the right to make the final determination as to the quality of services.

21.7 **Termination for Convenience**

The Operator may terminate this Agreement in whole or in part at any time by providing written notice to the Distributor. Such action may be without cause and without prejudice to any other right or remedy of Operator. Upon receipt of a written notice of termination, except as explicitly directed by the Operator, the Distributor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Distributor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders except as directed by the written notice.
4. Complete performance of the work not terminated by the notice.

Operator agrees to pay Distributor for:

a) Products delivered in accordance with the Agreement documents prior to the effective date of termination;

b) Operator will not pay Distributor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Operator's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this Agreement.

-22-

Indemnification and Hold Harmless. Distributor agrees to indemnify and hold harmless the Augusta Aviation Commission, Augusta, Georgia and their members, officers, elected and appointed officials, agents, servants, employees and successors in office, as set forth in the Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein, from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia and the Augusta Aviation Commission, in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about Operator property which are in any way related to or arising out of any failure of Distributor to perform its obligations hereunder. Distributor further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to any individuals

employed or retained by Distributor in connection with any changes, additions, alterations, modifications and/or improvements made to the premises, and hereby releases the Augusta, Georgia and the Augusta Aviation Commission, from liability in connection with any such claims. In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement, the broader requirement shall govern.

-23-

Compliance with Applicable Laws And Regulations. Distributor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, rules, regulations, Airport Rules and Regulations and Augusta, Georgia ordinances applicable to the Work to be performed under this Agreement, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Distributor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of the Airport during the term of this Agreement, including any renewal periods. All references to Augusta, Airport or Federal codes, provisions, regulations, and rules are incorporated by reference as if fully set forth herein.

-24-.

Right to Inspect Premises. The Operator may, at reasonable times, inspect the part of the plant, place of business, or work site of Distributor or any of its subcontractor or subunit thereof which is pertinent to the performance of this Agreement.

-25-

Changes. The Operator may, during the Agreement Term, make changes to the Scope of Work, which may result in changes to the general scope of the Agreement and its provisions. Written agreements, changes, or amendments to this Agreement shall not be binding upon the Operator except through a properly executed amendment.

-26-

Temporary Suspension or Delay of Performance of Agreement. To the extent that it does not alter the scope of this Agreement, the Airport may unilaterally order a temporary stopping of the Work or delaying of the Work to be performed by Distributor under this Agreement.

-27-

Prohibition of Segregated Facilities. The Distributor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Distributor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement.

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Distributor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this Agreement.

-28-

Miscellaneous Provisions

29.1 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel.

29.2 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Georgia, and agree that the Superior Court of Richmond County, Georgia, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that neither party shall be entitled to recover attorneys' fees except as otherwise specifically provided for by law.

29.3 Commercial Activity: Neither Distributor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

29.4 Contingent Fees. Distributor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Distributor, to solicit or secure this Agreement; and that Distributor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Distributor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty and upon a finding after notice and hearing, City may terminate the Agreement and, at its discretion, may deduct from the Agreement Sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

29.5 Waiver. The failure of Operator to seek redress for any violation of or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by Operator. The provision in this Agreement of any particular remedy will not preclude Operator from any other remedy.

29.6 Permits. Distributor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Agreement. Distributor shall furnish copies of all licenses, permits, and certifications to the Operator.

29.7 Work Permits Required. Distributor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Agreement must be United States citizens, or must be lawfully admitted for residence and be permitted to work

in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et seq.

29.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

29.9 Captions. The section captions contained in this Agreement are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

29.10 Article Further Acts. Operator and Distributor each agrees to perform any additional acts, execute, and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Agreement.

29.11 Prohibition against Contingent Fees. The Distributor by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two (2) or more counterparts, each with the force and effect of an original, on the day and year first above written.

Signed, sealed and delivered this
day of_____, 20__

OPERATOR:
Augusta, Georgia

By:_____
Name:_____
Title:_____

_____
Witness

_____
Notary Public

[NOTARY SEAL]

Signed, sealed and delivered this
day of_____, 20__

DISTRIBUTOR:

By:_____
Name:_____
Title:_____

_____
Witness

_____
Notary Public

[NOTARY SEAL]

Engineering Services Committee

Meeting Date: November 25, 2025

Approve AUD Groundwater Withdrawal Permit No. 121-0007

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve agreement with Georgia Department of Natural Resources Environmental Protection Division permit to use groundwater within the state of Georgia in accordance with the Provisions of the Groundwater Use Act, (O.C.G.A § 12-5-90 et seq.) as amended, and the Rules and Regulations for Groundwater Use, Chapter 391-3-2.
Background:	In accordance with the application dated June 18, 2025, and in conformity with the statements and supporting data entered therein or attached thereto, all of which are filed with the Environmental Protection Division (EPD) and are hereby made part of this Permit. This permit is effective from the date first above written and is subject to revocation on evidence of noncompliance with any of the provisions of the Groundwater Use Act, as amended, or any of the Rules and Regulations promulgated pursuant thereto; or with any representation made in the above-mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit. Absent prior revocation in accordance with the above language, this Permit will expire ten (10) years from the issuance date on this permit.
Analysis:	Approving this permit will allow the City of Augusta Utilities Department to withdraw, obtain, or utilize a maximum system wide total of groundwater in the amount of 18.4 million gallons per day for the next 10 years.
Financial Impact:	No funds are required.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend ratification of this permit.
Funds are available in the following accounts:	No funds are required.
REVIEWED AND APPROVED BY:	N/A

PERMIT NO. 121-0007
ISSUANCE DATE:

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

PERMIT TO USE GROUNDWATER

PERMIT HOLDER'S NAME: **Augusta Utilities Department**
PERMIT HOLDER'S ADDRESS: 452 Walker Street, Suite 200, Augusta, GA 30909
COUNTY: **Richmond County**

In accordance with the Provisions of the Groundwater Use Act, (O.C.G.A § 12-5-90 et seq.) as amended, and the Rules and Regulations for Groundwater Use, Chapter 391-3-2, promulgated pursuant thereto, this Permit is issued to withdraw, obtain, or utilize a maximum system wide total of groundwater in the amount of:

18.400 million gallons per day monthly average and **18.400** million gallons per day annual average;

from **twenty-one** well(s) located near/at **Augusta, Georgia – Richmond County** for the purpose of a consumptive use for **a central water supply**.

This Permit is conditioned upon the permit holder complying with all of the terms, conditions, and schedules of compliance specified on the attached pages, which are hereby made a part of this Permit.

In accordance with the application dated **June 18, 2025** and in conformity with the statements and supporting data entered therein or attached thereto, all of which are filed with the Environmental Protection Division (EPD) and are hereby made part of this Permit.

This permit is effective from the date first above written and is subject to revocation on evidence of noncompliance with any of the provisions of the Groundwater Use Act, as amended, or any of the Rules and Regulations promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Absent prior revocation in accordance with the above language, this Permit will expire **ten (10) years from the issuance date on this permit.**

Jeffrey W. Cown, Director
Environmental Protection Division

DRAFT

This Permit is conditioned upon the permit holder complying with the provisions of the Groundwater Use Act, as amended, or any of the Rules and Regulations promulgated pursuant thereto;

1) GENERAL REQUIREMENTS

a) This Permit is valid for ground water withdrawal from the **Cretaceous Sand** Aquifer(s). No other aquifer(s) can be used without the approval of the EPD.

b) The withdrawal of groundwater is limited to the quantities and purpose of the water herein specified.

c) Water associated with this Permit must not be withdrawn by, released for, or otherwise utilized by any other entity or for any other purpose, without first modifying this Permit.

d) This Permit must not be transferred except with the approval of the EPD.

e) The replacement of any permitted well must receive prior approval from the EPD.

f) Inactive wells that will not be utilized in the future shall be sealed or properly plugged and abandoned by a Georgia licensed water well contractor in accordance with O.C.G.A. § 12-5-134. When a well has been plugged and abandoned by a Georgia licensed water well contractor, the permit holder shall send a well abandonment report to EPD, containing the date the well was abandoned, the name of the water well contractor that performed the work, and details of how the well was filled, sealed, and plugged.

g) This permit supersedes any and all previous permits of the same permit number.

2) PERMIT RENEWAL

All permit holders desiring to renew a permit shall submit an application for renewal to the EPD Director within six (6) months of the permit's expiration.

3) PERMIT MODIFICATION

a) The permit holder may seek modification of any of the terms of an unexpired permit upon written request to the EPD Director.

b) The Georgia EPD has the authority to modify any groundwater withdrawal permit at any time.

4) MONITORING AND REPORTING

a) If multiple aquifers are designated in Condition (1a) above, groundwater withdrawal from each aquifer must be reported separately, in addition to the total amount withdrawn from all wells. Each aquifer must be identified on the Groundwater Withdrawal Report, in addition to listing the well or wells that are producing from each aquifer. If a well is producing in more than one aquifer, it is to be noted.

DRAFT

4) MONITORING AND REPORTING (Continued)

b) The Groundwater Withdrawal Report must be submitted MONTHLY in accordance with the following schedule:

- Production between the first day of the month and the last day of the month will be submitted to EPD by the 10th day of the following month (ex. January 1st through January 31st groundwater withdrawal data will be reported to the EPD by February 10th).

c) In accordance with the Groundwater Use Rules, 391-3-2-.08(1), a permit holder will measure and record the static and pumping levels of each aquifer utilized and the date the water levels were measured on a semi-annual basis, submitting the results to EPD. Semi-Annual Water Level measurements must be collected from the highest yielding wells, using the same wells for each reporting period and preferably taking the measurements during the same two months of the year (six months apart). One well should be measured for every five permitted wells (i.e., if you have between one and five permitted wells, conduct measurements for one well; if you have between six and ten permitted wells, conduct measurements from two of the permitted wells, etc.).

d) In accordance with the Groundwater Use Rules, 391-3-2-.08(2), a permit holder will analyze a raw groundwater sample for specific conductance on an annual basis. Analysis for specific conductance must be conducted in accordance with 40 Code of Federal Regulations, Part 141.89. A raw groundwater sample must be collected for every five permitted wells (i.e., if you have between one and five permitted wells, collect one raw groundwater sample for analysis; if you have between six and ten permitted wells, collect a raw groundwater sample from two of the permitted wells, etc.). The groundwater samples will be collected from the highest yielding wells. The results must be submitted to EPD and include the date sampled, well number, temperature of water sample at time of testing, the specific conductance result, and the units of measurement.

5) WATER PLANNING REQUIREMENTS

a) This groundwater withdrawal permit and any future modifications or re-issuances of such, is conditioned upon implementation of the permit holder's Water Conservation Plan developed in accordance with the Rules and Regulations for Groundwater Use, Chapter 391-3-2, and the Georgia Water Stewardship Act. It should be regularly updated to be consistent with current EPD guidelines.

b) The permit holder must submit a Water Conservation Progress Report to the Division five years after permit issuance, and every five years thereafter.

c) The permit holder must demonstrate an effort to increase water use efficiency.

DRAFT

5) WATER PLANNING REQUIREMENTS (Continued)

d) In accordance with the Rules for Public Water Systems to Improve Water Supply Efficiency (391-3-33), Public Water Systems that regularly serve 3,300 or more individuals must submit an annual Water Audit to EPD by March 1 of each year. Any future permit action is conditional upon the demonstration of progress toward increased water efficiency. The permit holder must maintain ongoing compliance with the following:

1. Establishment of a Water Loss Control Program and associated goals to set measures of water supply efficiency.
2. Demonstration of progress toward increased water efficiency using the measures established.

e) The permit holder must abide by all applicable drought response requirements, which include but are not limited to the Georgia Drought Management Rule (391-3-30), the Georgia Water Stewardship Act, and the permit holder's Drought Contingency Plan.

f) The permit holder must maintain ongoing compliance with applicable **Savannah - Upper Ogeechee** Regional Water Plan requirements.

DRAFT

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1470A, East Tower
Atlanta, Georgia 30334
404-463-1511

October 14, 2025

Mr. Frank "Wes" Byne
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30909

Re: Augusta Utilities Department's Groundwater Withdrawal Permit No. 121-0007

Dear Mr. Byne:

The Water Supply Program of the Georgia Environmental Protection Division (EPD) has enclosed the above draft Groundwater Withdrawal Permit. The EPD is prepared to recommend the draft Permit to the Director for approval.

If you agree with the conditions of the Permit, please complete and sign at the appropriate place below and return this letter to EPD by October 28, 2025. Please make any corrections and return the signed draft permit signature page as an e-mail attachment (Thanh.Vo@dnr.ga.gov).

If you have any questions, please contact Thanh Vo at Thanh.Vo@dnr.ga.gov or 470-524-1835.

Sincerely,

William Frechette

William Frechette
Unit Manager
Water Supply Program - Groundwater Unit

Enclosure

I agree with the terms contained in this letter and the enclosed draft withdrawal permit No. 121-0007.

Frank W Byne — 11/02/2025

Name (Signed) — Date

Frank W Byne

Name (Typed or Printed)

Director of Utilities

Title

Engineering Services Committee

Meeting Date: November 25, 2025

Highland Ave Water Treatment Plant Filter Modifications Phase 2 -

Recommendation for Construction Award

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve Award of Bid #25-193A for the construction of the Highland Avenue Water Treatment Plant's Filter Modification Phase 2 to Rehab Construction Company, Inc.
Background:	The Highland Ave WTP Filter Modification Phase 2 project is required to replace and upgrade existing equipment that will allow AUD to be able to consistently meet the current state and federal drinking water permit limits.
Analysis:	The Augusta Utilities Department (AUD) and Ardurra Group, Inc., have reviewed the bid submitted by Rehab Construction Company, Inc. The bid for construction services was deemed to be fair and reasonable by Ardurra Group, Inc., for which they have provided a recommendation for award.
Financial Impact:	We have reviewed the bid from Rehab Construction Company, Inc. and find it to be reasonable. Funding in the amount of $3,839,520.88 is available in accounts: G/L 516043410/5425110 – J/L 82200080/5425110
Alternatives:	No alternatives are recommended.
Recommendation:	Augusta Utilities Department recommends the Commission approve the Construction Services to Rehab Construction Company, Inc., in the amount of $3,839,520.88 for the Highland Avenue Water Treatment Plant's Filter Modification Phase 2 Project.
Funds are available in the following accounts:	Funds are available in the following account: G/L 516043410/5425110 – J/L 82200080/5425110
REVIEWED AND APPROVED BY:	N/A

Invitation to Re-Bid

Sealed rebids will be received at this office until **Thursday, September 18, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 833 3780 2097; Passcode: 25193** for furnishing:

Re-Bid Item #25-193A Highland Ave WTP Filter Rehabilitation – Phase 2 for Augusta, GA – Utilities Department

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

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

Re-Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are $175.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, August 7, 2025. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Pre-Bid Conference will be held on Tuesday, September 2, 2025 @ 10:00 a.m. via Zoom Meeting ID: 827 3838 4090; Passcode: 25193. Optional Site Visit will be held on Wednesday, September 3, 2025; please contact Mitchell Oneal at (706) 825-5821 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, September 4, 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 re-bids may be withdrawn for a period of ninety **(90)** days after re-bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

Augusta Procurement Department
Attn: Andy Penick, Procurement Director
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.

ANDY PENICK, Procurement Director

Publish:

Augusta Chronicle	August 7, 14, 21, 28, 2025
Metro Courier	August 7, 2025

Re-Bid Opening: Re-Bid Item #25-193A
Highland Ave WTP Filter Rehabilitation-Phase II for Augusta, GA-
Augusta Utilities Department
Due: Thursday, October 2, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 13
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 269
Georgia Procurement Registry: 1051
Pre-Bid Conference Attendees: 14
Total Packages Submitted: 2
Total Non-compliant: 0

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	SAVE Form	Bid Bond	Bid Price
Rehab Construction Co., Inc. 2246 Bethel Road Conyers, GA 30012	YES	YES	100538	YES	YES	$3,839,520.87
Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904	YES	YES	225306	YES	YES	$5,222,188.00

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Chad Hendrix, P.E.
Assistant Director, Utilities Department

CC: Mitchell O'Neal, P.E.
Engineering Manger

DATE: November 7, 2025

SUBJECT: RECOMMENDATION OF AWARD
Item #25-193A
Highland Ave Water Treatment Plant Filter Modifications Phase 2

The Utilities Department (AUD) has reviewed the attached recommendation of award and bid tabulation for the Highland Avenue Water Treatment Plant Filter Modifications Phase 2 Project. The Department concurs with the recommendation of Ardurra Group, Inc. that Rehab Construction Company, Inc. is the lowest responsive bidder. Accordingly, AUD recommends award of Bid Item #25-193A to Rehab Construction Company, Inc. in the amount of $3,839,520.88.

Augusta Utilities Department
452 Walker Street. Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

ARDURRA

October 13, 2025

Mr. Mitchell O'Neal, P.E.

Engineering Manager , Engineering & Construction - Augusta Utilities Department (AUD)

452 Walker St., Suite 200

Augusta, GA. 30901

Subject: RECOMMENDATION OF AWARD
Highlands Avenue Water Treatment Plant Filter Modifications Phase 2
Re-BID Item #25-193A

Dear Mr. O'Neal:

We have reviewed the bids received on October 2, 2025, for the Highlands Avenue Water Treatment Plant Filter Modifications Phase 2 project. Two (2) bid packages were received at the time of bid opening.

Based on our review, we are recommending the award of the contract to the lowest responsive, responsible bidder, Rehab Construction Company, Inc. in a total bid amount of $3,839,520.87. Ardurra's certified bid tabulation has been included as an Attachment to this letter for AUD's consideration. Please note the calculation error which was a minor rounding error. Actual low responsive, responsible bid amount should be $3,839,520.88 which did not impact low bidder.

Upon approval by the AUD, Ardurra will issue Rehab Construction Company, Inc. their Notice of Award and request that they begin preparation of all contract documents.

Please give me a call if you have any questions.

Very truly yours,

Jeffrey L. Duplantis, MS, PE, PMP
Project Director

Attachments: *Certified Bid Tabulation*

973 Broad Street, Suite A | Augusta, GA 30901 | 678.214.3780 | www.ardurra.com

BID TABULATION SHEET

ARDURRA

Client: **Augusta Utilities Department**
Project: **Highlands Avenue Water Treatment Plant Filter Modifications Phase 2**
Project No: **Re-BID Item #25-193A (2022-1219-00)**
Bid Date: **October 9, 2025**

Certified as Correct: Jeffrey L Duplantis, MS, PE, PMP
Date: 10/13/25

Item	Description	Unit	Est. Quantity	BIDDERS: Rehab Construction Company, Inc. Unit Price	Rehab Construction Company, Inc. Amount	Contract Management Inc. Unit Price	Contract Management Inc. Amount
	Bid Schedule						
1	Mobilization	LS	1	$ 152,000.00	$ 152,000.00	$ 328,212.00	$ 328,212.00
2	Filter Demolition	EA	2	$ 180,000.00	$ 360,000.00	$ 426,090.50	$ 852,181.00
3	Filter 7 Media Removal	LS	1	$ 30,000.00	$ 30,000.00	$ 180,739.00	$ 180,739.00
4	Filter Rehabilitation	EA	2	$ 1,379,453.44	$ 2,758,906.88	$ 1,676,699.50	$ 3,353,399.00
5	Filter Wall Coatings	SF	3350	$ 43.05	$ 144,217.50	$ 33.68	$ 112,828.00
6	Crack Injection	LF	400	$ 153.75	$ 61,500.00	$ 192.68	$ 77,072.00
7	Concrete Spall Repair	SF	30	$ 596.55	$ 17,896.50	$ 241.90	$ 7,257.00
8	3rd Party Testing Services	LS	1	$ 15,000.00	$ 15,000.00	$ 10,500.00	$ 10,500.00
9	Owner's Contingency Allowance	LS	1	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00
	TOTAL BID PRICE				**$ 3,839,520.88**		**$ 5,222,188.00**

* Calculation Error

Augusta Blueprint & Microfilm, Inc

#25-193A Highland Ave WTP Filter Rehab Phase 2

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone
1	Contract Management			X		1829 Killingsworth Rd Augusta, GA 30904 estimating@contractmgmtinc.com	706-667-9034
2	Construct Connect				X	3825 Edwards Rd., Suite 800 Cincinnati, OH 45209 christian.Valencia@constructconnect.com	513-458-8545
3	Dodge Construction Network				X	2860 S. State Hwy 161, Suite 160 #501	844-326-3826 Ext 9246
4	Reynolds Construction of Georgia, LLC				X	300 East Broad Street Fairburn, GA 30213 jeanie.lucas@reynolds.com	770-969-4040
5	Rehab Const Co., Inc				X	2246 Bethal Road Conyers, GA 30012 sdanielerehabconstruction.net	770-922-0806

Rebel Construction Co, Inc.
2246 Bethel Road
Conyers, GA 30012

Blair Construction
4308 Evans to Locke Road
Evans, GA 30809

Beams Contracting
15030 Atomic Road
Beech Island, SC 29842

Georgia-Carolina Constructors
120 N Belair Rd
Evans, Ga 30909

Prescott and Sons Construction
121 E Marion Ave
North Augusta, SC 29841

RW Allen Construction
1015 Broad St
Augusta, GA 30901

R D Brown Contractors Inc
410 Carolina Springs Rd
North Augusta, SC 29841

Smith & Son's Construction
210 Belair RD
Belvedere, SC 29841

SD Clifton Construction, Inc.
4324-Wheeler Rd
Augusta, GA 30907

Davis Construction
PO Box 211541
Martinez, GA 30917

McKnight Construction Company
635 NW Frontage Rd
Augusta, GA 30907

Allen-Batchelor Construction
1120 Jones St
Augusta, GA 30901

ACC Construction Co
635-A NW Frontage Rd.
Augusta, GA 30907

Wes Byne
Utilities

Mitchell O'Neal
Utilities

Dr. Yolanda Jackson
Compliance

Re-Bid Item #25-193A
Highland Ave WTP Filter Rehabilitation-Phase II for Augusta, GA-Utilities Department
Bid Due: Wed,7/16/25 @3:00 p.m.

Re-Bid Item #25-193A
Highland Ave WTP Filter Rehabilitation-Phase II for Augusta, GA-Utilities Department
Mail Date: 8/7/2025

Planholders

Add Supplier | Export To Excel

Supplier (7)

Supplier	Download Date
Black & Veatch	08/12/2025
DeLoach Industries Inc.	08/08/2025
Dodge Data	08/07/2025
Fehl safe water systems	08/11/2025
Garney Companies, Inc.	08/08/2025
Onvia, Inc. - Content Department	08/07/2025
Reynolds Construction, LLC	08/21/2025

Add Supplier

Supplier Details

Supplier Name Black & Veatch

Contact Name Gillian Barnes

Address 3 Ravinia Drive Northeast Suite 1725, Atlanta, GA 30346

Email barnesg@bv.com

Phone Number (77-0) -521-8158

Remove

Documents

Filename	Type	Action
25-193A_ITB	Bid Document / Specifications	View History

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, August 7, 2025 4:53 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000142

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-2025-000000142
Event Title: 25-193A Highland Ave WTP Filter Rehabilitation - Phase 2
Event Type: Non-State Agency

Process Log
2025/08/07 16:46:42 : Log starts for - 32475994 - EVENT_RELEASE_TO_SUPL
2025/08/07 16:46:47 : Email Process Log for the Event#: PE-72155-NONST-2025-000000142
2025/08/07 16:46:47 : Email Batch# 2508074789
2025/08/07 16:46:47 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/08/07 16:52:47 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/08/07 16:53:27 : Total No of Contacts found for sending Email: 1051
2025/08/07 16:53:27 : 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-2025-000000142&sourceSystemType=gpr20

08/07/2025 04:53:27 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.]

Engineering Services Committee

Meeting Date: November 25, 2025

RFQ #23-263: Task Order Program Budget Increase Approval

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve increase in program funding to RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for the Utilities Department in the amount of $4,000,000.00 for execution by qualified and preselected contractors.
Background:	The previously approved Task Order Program allows several responsive and qualified contractors to provide installation, maintenance, and/or repairs to the water and sewer infrastructure within Augusta-Richmond County and Fort Eisenhower. The originally funded amount approved in May of 2024 and the additional funding approved in March of 2025 have been depleted. The Utilities Department is requesting a Task Order Program funding increase in the amount of $4,000,000.00 to continue with the repair & replacement issues of decaying infrastructure throughout Augusta-Richmond County. The contractors will provide all tools, labor, material, and equipment to perform and complete all task order assignments as set forth in RFQ #23-263 Task Order Program (2023) for the Utilities Department.
Analysis:	AUD has evaluated the current and active Task Order Program and determined that a funding increase to the Task Order Program is needed to continue use.
Financial Impact:	The funds available for this program are $4,000,000.00. These funds are available from account: G/L 516043490-5425410 J/L 88886666-5425410
Alternatives:	Rejection of this RFQ funding increase would delay the Utilities Department's ability to execute planned and emergency repairs of the water/sewer infrastructure system throughout Augusta-Richmond County.
Recommendation:	AUD recommends approval for a funding increase to RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of $4,000.000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043490-5425410 J/L 88886666-5425410
REVIEWED AND APPROVED BY:	N/A

RFQ Item #23-263 Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department
RFQ Due: Tuesday, October 10, 2023 @ 11:00 a.m

Total Number Specifications Mailed Out: 36
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 423
Georgia Procurement Registry: 1218
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendums 1	E-Verify #	Save Form	Original	7 Copies
BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Yes	Yes	1671379	Yes	Yes	Yes
Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Yes	Yes	167300	Yes	Yes	Yes
Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	Yes	Yes	224004	Yes	Yes	Yes
CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Yes	Yes	321326	Yes	Yes	Yes
Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	Yes	Yes	225651	Yes	Yes	Yes
GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Yes	Yes	226337	Yes	Yes	Yes
Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Yes	Yes	546959	Yes	Yes	Yes
Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Yes	Yes	212161	Yes	Yes	Yes
Vortex Services, LLC - Non-Compliant - Late Submittal - 10/11/2023						

Meeting Name

Meeting Date: November 25, 2025

AUD SmartWorks Change order

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Change Order for SmartWorks Implementation (25AUA190)
Background:	AUD is currently implementing the SmartWorks Meter Data Management System as previously approved. During the implementation additional work has been identified that is required to complete the implementation.
Analysis:	In order to fully ingest all meter data from Augusta Utilities to ensure accurate billing a change is required for the system to work correctly with the files generated by our meter reading software. This software changed as part of a planned upgrade from FCS to Temetra, which necessitated the change order.
Financial Impact:	$16,500
Alternatives:	None
Recommendation:	Approve Change Order
Funds are available in the following accounts:	506043110-5424320
REVIEWED AND APPROVED BY:	N/A

SYSTEMS & SOFTWARE

Quote

Customer:	Augusta Utilities	Customer Success Manager:	Debra Bourdeau
Customer Contact:	Dean Meyer	Prepared By:	Michael Lamontagne
Date:	10/16/25	Quote Number:	CS 41994
Maintenance Renewal Date:	January 1st		
Description	Establish Temetra NAM Format Programs		

Pricing

Description	Quantity	Total
Services	N/A	$16,500
Total	**N/A**	**$16,500**
Additional Maintenance	N/A	$0.00

Scope

The City of Augusta has chosen to move from its current MVRS FCS standard to Itron's new Temetra NAM file format for both AMR and AMI meters. This Quote is establishing the additional effort for Smart Works to establish the new file format for Temetra NAM.

The original AMI contract listed CMEP file format and the effort listed in this Quote is the additional time and effort above the current effort already contracted for analysis, development, and testing to adhere to Temetra's API solution. The existing Temetra integration is not compatible with the Temetra version used by Augusta affecting the data formats and endpoint capabilities. This scope includes SmartWorks effort building a new solution to ingest data from Temetra end points and monthly AMR reads from Temetra Mobile. This implementation will include SmartWorks development and support for the solution. SmartWorks will also provide documentation, access, and support for Temetra integration.

The following is the business process once AMI goes Live:

1) The standard meter reding download file will change to the new Itron Temetra NAM scheduling file format. This program will work just as it currently does. The user will select by Route(s), Route Group or Cycles. The file created will be in the new format that Temetra uses for its Mobile system to read the AMR or manually indexed Meters.
2) The return Trip of the Monthly billing reads from Temetra Mobile will NOT go directly into the Billing system but will go into the MDM.

3) Manually from the CIS someone will request Billing Cycle(s) as part of the AMI project Called (Billing Data Request) this direct API call is by Cycle(s) associated with the Biling and events calendar and parameter ID. This API call will result in all readings needed to Bill those accounts within that cycle(s).
4) As part of the AMI project the provisioning file to the front-end AMI Temetra NAM will be generated from the CIS and should be run daily to keep Temetra up to date with Account changes such as meter exchanges.
5) All readings from Temetra both the AMR monthly reads for billing and AMI endpoint hourly register reading will be posted to Smartworks MDM. The new file format for Temetra NAM consists of 2 layouts:

- Asset File
- Schedule Creation File

Development:

SmartWorks will implement a new solution for integrating Compass with the Temetra version used by Augusta Utilities Department. SmartWorks will facilitate the integration of the MeterSense MDMS data with Temetra NAM AMI and support the Meter Data Load process. This will include:

- Building a Rule to import Interval hourly Register Reads from corresponding Temetra endpoints to Compass and generating MeterSense generic file to import the data through MDL process.
- Convert the AMI register reads to interval reads through validation routine configuration.
- Support the Meter Data Load to import Meter Reads, Meter Events, and Other Meter Data (if applicable)
- Building a separate rule to import single monthly register reads from corresponding Temetra endpoints to Compass. Converting the register reads to interval reads will not happen for AMR meters reads.
- Testing the solution for Meter Data Load process of importing the data successfully into Compass.

This adds to the integration described in section 9.7.1 of the Statement of Work for integration with AMI.

The solution that will be developed will be compatible with the Temetra version currently in use by Augusta Utilities Department for integration. Final technical details and requirements have been defined by SmartWorks through analysis with Itron, Systems and Software, and Augusta Utilities.

Out of Scope:

Future improvements or changes that requirement development effort vs Support to adhere to a Temetra API will require further change effort. This will be managed as per the ‘Change Management Approach’ described in section 9.8.6 of the AMI SOW.

Project Management:

S&S will assign the same Project Manager, for consistency, to manage the delivery of this work and no additional effort is added.

Quote Delivery:

S&S will deliver these changes in a Maintenance Release to be scheduled with your AMI project team and your Customer Success Manager.

Terms and Conditions:

- Services will be scheduled once a signed quote is received by S&S.
- This Quotation is valid for 30 days.
- This Quote is made pursuant to the terms and conditions of the Information System Agreement, 2022 Addendum signed May 22, 2022, by and between the parties.

Payment Terms:

Services:
50% on signing
25% On availability for testing
25% on final acceptance
.
Maintenance:
No New additional maintenance will be billed as a result of this quote.

Authorization

The signature indicates the parties have read, understood, and agreed to all the contents of this Quote.

Authorized By:			
Customer:		Systems & Software:	
_Mayor Garnett L Johnson_____ Print Name		_Josh Wolf_____ Print Name	
_____ Signature	Date	_____ Signature	Date

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

DATE: 11/7/2025

DIVISION Augusta Utilities Admin

FUND #: 506043110 5424320

CHECK ALL THAT APPLY:

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

REQUISITION #

SHIP TO:

Augusta Utilities Administration
452 Walker St Ste 200

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

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	SmartWorks Change Order	1	16,500.00	16,500.00		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			16,500.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Change Order for SmartWorks MDMS implementation.

REQUESTED BY: Dean Meyer

APPROVED BY:

Director's Signature:

Rev. 4/29/2013

Engineering Service Committee

Meeting Date: 11/23/2025

Bid 25-184 AC Units for Highland Water Treatment plant – Contract Mgt.

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Recommend award of Bid 25-184 for replacing AC units at Highland Water Treatment Plant to Contract Management.
Background:	The AC Units at The Highland Ave Plant are at their End of life and a bid was solicited to replace the units. The proposed new units will allow better air circulation to zones of the plant and better control of environmental conditions.
Analysis:	This was procured following the procedures of the Procurement Department and Contract Management Inc. was the only responsive company.
Financial Impact:	$ 97,313.00 is the impact and there are funds available in operating capital
Alternatives:	Not purchase these items and re-bid these items.
Recommendation:	Approve this Purchase of equipment through Bid 25-184
Funds are available in the following accounts:	506043520-5413120
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, June 4, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 832 8219 4150; Passcode: 625084** for furnishing:

Bid Item #25-182 **Generator Controls Upgrade for Augusta, GA – Utilities Department**

Bid Item #25-184 **Highland AC Units for Augusta, GA – Utilities Department**

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

Darrell White, Interim Procurement 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).**

Bid Item #25-182 Pre-Bid Conference will be held on Monday, May 19, 2025 @ 10:00 a.m. via Zoom Meeting ID: 889 2303 6581; Passcode: 25182. Optional Site Visit will be held on Tuesday, May 20, 2025; please contact Steve Orton at (706) 836-7283 in advance.

Bid Item #25-184 has an optional site visit. For this site visit; please contact Steve Orton at (706) 836-7283 in advance prior to the last day for questions by Wednesday, May 21, 2025.

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

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	April 24, 2025 and May 1, 8, 15, 2025
Metro Courier	April 24, 2025

Bid Opening: Bid Item # 25-184 Highland AC Units for Augusta, GA- Utilities Department
Bid Date: June 4, 2025 @ 3:00 p.m.

Total Number Specifications Mailed Out: 14
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 205
Georgia Procurement Registry: 1896
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 1
Total Non-Compliant: 0

Vendors	Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904
Attachment B	YES
Addendum 1	YES
E-Verify Number	225306
Save Form	YES
Highland AC Unit	
Make	TRANE
7.5 Ton 480 volt 3 Phase Gas pack Roof top and curb	$19,633.00
7.5 Ton 480 volt 3 Phase Heat Pump Roof Top and curb	$21,199.00
25 Ton 480 volt Phase Heat Pump Roof Top with 50 Kw Heat Strips and Curb	$56,481.00
Bid Total	$97,313.00
Exceptions	NO

UTILITIES DEPARTMENT

WES BYNE, PE
Director

MEMORANDUM

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

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

SUBJECT: **(Bid Item #25-184) Recommendation of Award (2025)**

DATE: 11/10/2025

It is our recommendation that Bid No. 25-184 be awarded to the lowest bidder, Contract Management, Inc.

was the only bidder.

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

11/10/2025

Wes Byne, Director, Utilities Department — Date

CC: Tess Thompson, Finance Manager, AUD-Finance

Bid Opening: Bid Item # 25-184 Highland AC Units for Augusta, GA- Utilities Department
Bid Date: June 4, 2025 @ 3:00 p.m.

Total Number Specifications Mailed Out: 14
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 205
Georgia Procurement Registry: 1896
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 1
Total Non-Compliant: 0

Vendors	Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904
Attachment B	YES
Addendum 1	YES
E-Verify Number	225306
Save Form	YES
Highland AC Unit	
Make	TRANE
7.5 Ton 480 volt 3 Phase Gas pack Roof top and curb	$19,633.00
7.5 Ton 480 volt 3 Phase Heat Pump Roof Top and curb	$21,199.00
25 Ton 480 volt Phase Heat Pump Roof Top with 50 Kw Heat Strips and Curb	$56,481.00
Bid Total	$97,313.00
Exceptions	NO

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/4/2025

DIVISION Highland Water Filter Plant

FUND #: 506043520

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

SHIP TO:

2822 Central ave. Augusta,Ga 30909

VENDOR: Contract management Inc

ADDRESS: 1829 Killingsworth Road Augusta,Ga

PHONE #: 706-667-9033

QUOTED BY: Carissa mcdonald

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	7.5 Ton 480 volt 3 phase	1	19633	19633		0		0
2.	Gas Pack roof top and			0		0		0
3.	Curb			0		0		0
4.				0		0		0
5.	7.5 Ton 480 volt 3 phase	1	21199	21199		0		0
6.	Heat Pump roof top and			0		0		0
7.	Curb			0		0		0
8.				0		0		0
9.	25 Ton 480 volt 3 phase	1	56481	56481		0		0
10.	Heat Pump roof top and			0		0		0
11.	50kw Heat strips			0		0		0
12.	and Curb			0		0		0
13.				0		0		0
14.				0		0		0
	SHIPPING CHARGES	1		0		0		0
	TOTAL			97313		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

New Ac Units to replace aging units at the Highland Water Treatment Plant

Bid 25-184

REQUESTED BY: steve Orton

APPROVED BY: Bobby Robinson

Frank W Byne

Plunkett Heating & Air
3069 Skinner Mill Rd
Augusta, GA 30909

Busby's Heating & Air Conditioning
1236 Gordon Park Rd
Augusta, GA 30901

Gold Mech
1559 Broad St
Augusta, GA 30904

Hoffman Mechanical Solutions, Inc.
1068 Franke Industrial Dr
Augusta, GA 30909

Sig Cox Heating & Air Conditioning
1431 Greene Street
Augusta, GA 30901

W.E. Warner Mechanical
1113 Alexander Dr A
Augusta, GA 30909

Augusta HVAC Solutions
3229 Wrightsboro Rd
Augusta, GA 30909

Mobley Mechanical
234 McKay Rd
Augusta, GA 30907

Augusta Air Conditioning and Heating
2803 Wrightsboro Rd
Augusta, GA, 30909

Southern Mechanical Inc
3072 Damascus Rd
Augusta, GA 30909

Atlas Heating and Air Conditioning Inc
411 Beverly Rd
Augusta, GA 30907

Riverside Heating and Air Conditioning
3822 Commercial Ct Suite C
Martinez, GA 30907

Doc Davage Heating and Air Conditioning Inc
2216 Bungalow Rd
Augusta, GA 30906

Spartan Heating & Air Conditioning
3874 Wrightsboro Rd
Augusta, GA 30909

Wes Byne
Utilities

Steve Orton
Utilities

Phyllis Johnson
Compliance

Addendum 1 Bid Item #25-184
Highland AC Units for Augusta, GA-Utilities Department
Bid Due: Wed, June 4, 2025 @ 3:00 p.m.

Addendum 1 Bid Item #25-184
Highland AC Units for Augusta, GA-Utilities Department
Mail Date: 5/27/25

Planholders

Add Supplier | Export To Excel

Supplier (15)

Supplier	Download Date
Advance Industrial Mechanical	04/25/2025
C.W. Matthews Contracting Co.	06/04/2025
Carolina IAQ	04/25/2025
Coastal Waste & Recycling Inc.	05/22/2025
ConstructConnect	04/25/2025
Dodge Data	04/24/2025
E.R. Snell Contractor, Inc.	04/25/2025
Immaculate Facilities Group LLC	04/25/2025
Ladson Construction	04/28/2025
Muns Services, LLC	04/25/2025
Onvia, Inc. - Content Department	04/25/2025
Rapid Response Disaster Services LLC	05/27/2025
RHH Consulting and Inspections LLC	04/30/2025
School Specialty	04/25/2025
Solenis	04/25/2025

Add Supplier

Supplier Details

Supplier Name	Advance Industrial Mechanical
Contact Name	David Giles
Address	902 Shartom Dr. , Augusta, GA 30907

Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, April 24, 2025 5:36 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000120

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-2025-000000120
Event Title: 25-184 Highland Ave. AC Units
Event Type: Non-State Agency

Process Log
2025/04/24 17:23:27 : Log starts for - 27490119 - EVENT_RELEASE_TO_SUPL
2025/04/24 17:23:33 : Email Process Log for the Event#: PE-72155-NONST-2025-000000120
2025/04/24 17:23:33 : Email Batch# 2504241228
2025/04/24 17:23:33 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/04/24 17:25:59 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/04/24 17:25:59 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/04/24 17:26:58 : Bad Email not sent to bholcombssi@yahoo.com ; of LANG BUILDING SUPPLY
2025/04/24 17:30:54 : Bad Email not sent to SOLARENERGY-USA.COM of SOLAR ENERGY USA
2025/04/24 17:34:33 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/04/24 17:35:54 : Total No of Contacts found for sending Email: 1896
2025/04/24 17:35:54 : No of Email(s) not sent due to Bad Email Address: 5

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000120&sourceSystemType=gpr20

04/24/2025 05:35:54 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.]

Meeting Name

Meeting Date: 11/25/2025

Approve Professional Services for Engineering Support Services (24-132)

Department: Utilities

Presenter: Wes Byne

Caption: Approve Engineering Services Contract with Ardurra Group, Inc. for Engineering Support Services

Background: The Utilities Department is managing a substantial workload related to infrastructure design, regulatory submittals, inspections, and other essential compliance activities. To ensure these needs are met and key infrastructure projects are effectively managed, The Ardurra Group, Inc. has proposed providing personnel to support project management and minor design tasks, including labor and administrative support for a one-year period. Adurra is also one an Engineering pre-qualified consultant under RFQ 24-132.

Analysis: AUD staff met with personnel from Ardurra Group, Inc. and negotiated the attached draft contract with scope. AUD finds this proposal to be fair and reasonable.

Financial Impact: Funding in the amount of $ 414,000 is available from accounts:

G/L 516043490-5212115 J/L 82400050-5212115

Alternatives: No alternatives are recommended.

Recommendation: AUD recommends approval of this contract.

Funds are available in the following accounts: G/L 516043490-5212115 J/L 82400050-5212115

REVIEWED AND APPROVED BY: N/A

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

DRAFT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Engineering Support Services

DATE EXECUTED:
DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

DRAFT

This Agreement is made and entered into this _____ day of _ _____, 2025__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and* Ardurra Group, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Engineering Support Services

and,

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

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

GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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

DRAFT

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

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

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

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DRAFT

DEFINITIONS

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

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

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

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

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

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

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

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

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

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

DRAFT

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

DRAFT

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

DRAFT

5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

DRAFT

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

DRAFT

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

DRAFT

15. PROHIBITED INTERESTS

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

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

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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY

DRAFT

owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the

DRAFT

CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

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

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

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

DRAFT

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the

DRAFT

time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME: Jeffrey L Duplantis

AS ITS: Client Service Manager

ATTEST:

_____

PRINTED NAME: Joseph G. Crews

AS ITS: SE Water Practice Director

DATE: November 6, 2025

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

DRAFT

CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

DRAFT

CITY'S RESPONSIBILITES

CITY-FURNISHED DATA
CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW
CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE
The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

DRAFT

ATTACHMENT A – SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide general professional engineering services relating to planning, design, operation and maintenance, and construction administration for the Augusta Canal, Dam and other utility owned facilities and projects as directed by the CITY.

Scope of Services

The scope of services for this project are of a consulting nature and may deal with environmental issues, responses to State and Federal Agencies and other work without prescribed boundaries, specialized consulting and additional services and undefined work. CONSULTANT intends to perform the following services on behalf of the CITY in order to support the CITY's goal of providing management of its resources.

1) Provide general engineering services pertaining to the preparation of necessary documents to facilitate the operations and maintenance of the Augusta Canal.
2) Perform studies, research, assessments and evaluations as required or requested by the CITY pertaining to any and all facets of work associated with the operation of the Augusta Canal.
3) Assisting the CITY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, related to the management of CITY resources, including the Augusta Canal, Dam and/or other CITY owned facilities and projects.
4) Attending meetings as requested by representatives of the CITY and provide general engineering assistance, consultation, and opinions.
5) Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
6) Addressing issues associated with federal, state, and local government agency permits and inquiries from regulatory agencies not associated with other projects.
7) Preparation of investigations or evaluations of equipment or unit processes under consideration by the CITY for incorporation in their system.
8) Performing field investigations and construction observation not associated with other projects or task orders.
9) Responding to general questions on engineering matters as requested by the CITY's designated representative.
10) Perform any other professional services as required and specifically requested by the CITY.

DRAFT

ATTACHMENT B - COMPENSATION

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

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

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order**,** it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work. The CONSULTANT may request a Price Increase Adjustment for the period after December 31, 2025, in writing by January 1 of each preceding year remaining in the contract. If the CONSULTANT fails to request a Price Increase Adjustment prior to January 1st, no adjustment will be allowed for the next 12-month period of the contract. Said Price Increase Adjustments may not exceed, under any circumstances, the fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, whichever is less.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

DRAFT

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Director, will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are, but may not be limited to, the following:

Jeff Duplantis, PE, Project Director		
Trey Wingate, PE, Project Manager		
John DeRosa, PE, Project Engineer		
Theresa Cutright, Admin		

DRAFT

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

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

DRAFT

CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

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

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

Prior to submitting 30% review documents:

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

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

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

☐ Site Plan (If Required)

Throughout project:

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

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

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

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

DRAFT

☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.

☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☐ Coordinate with the City Procurement Department to advertise the project.

☐ Fax bid information to CITY.

☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.

☐ Prepare letter of recommendation for award of the contract.

☐ Develop conformed contract documents and forward to the CITY for execution.

☐ Attend the pre-construction meeting as a technical reference to the CITY.

☐ Provide clarification related to the plans/specifications throughout design and construction.

☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*

☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY
- Recommend design changes as field conflicts arise (site visits may be required)
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
- Provide clarification of plans and specifications throughout construction
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

DRAFT

AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME: Jeffrey L Duplantis
TITLE: DIRECTOR	TITLE: Client Service Manager
DATE:_____	DATE: November 6, 2025

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

DRAFT

BEST AND FINAL FEE PROPOSAL

Fee Schedule for Engineering Services		
Project Phases	**Unit**	**Unit Cost**
Task 1 - Engineering Support Services	Cost Plus	$414,000
TOTAL		**$414,000**

DRAFT

Exhibit A—Fiscal Year 2026 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2026 compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2026 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	305	CADD Designer I	120
Principal	300	CADD Technician	105
Senior Reviewer / Consultant	275	Clerical/Administrative V	140
Project Director	280	Clerical/Administrative IV	120
Senior Project Manager	270	Clerical/Administrative III	105
Project Manager	240	Clerical/Administrative II	90
Professional Engineer VI	280	Clerical/Administrative I	75
Professional Engineer V	260	Senior Construction Manager	265
Professional Engineer IV	245	Construction Manager	240
Professional Engineer III	215	Construction Inspector III	165
Professional Engineer II	195	Construction Inspector II	150
Professional Engineer I	175	Construction Inspector I	120
Engineering Associate II	155	SUE Supervisor	150
Engineering Associate I	140	Field / SUE Tech III	100
Senior Electrical Engineer	285	Field / SUE Tech II	90
Senior GIS/Database Programmer	160	Field / SUE Tech I	80
GIS Tech	130	2- Man Line Verification Field Team (1)	240
Senior Designer	185	2-Man Manhole Inspection Crew (2)	205
CADD Designer III	160	1-Man GPR/Locating Crew (3)	180
CADD Designer II	130	1-Man GPS Crew (4)	155

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.

DRAFT

(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software (1)	Cost + 5%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

******** END *******

DRAFT

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Chad Hendrix, P.E., Assistant Director CDH
Utilities Department

DATE: November 7, 2025

SUBJECT: Engineering Services Contract Justification
Engineering Support Services

The Utilities Department (AUD) is managing a substantial workload related to infrastructure design, regulatory submittals, inspections, and other essential compliance activities. To ensure these needs are met and key infrastructure projects are effectively managed, The Ardurra Group, Inc. has proposed providing personnel to support project management and minor design tasks, including labor and administrative support for a one-year period.

AUD has reviewed Ardurra's proposal for these services and find the associated cost of $414,000 to be fair and reasonable. Ardurra is a prequalified Engineering Consultant under RFQ 24-132, approved by the Commission on June 27, 2024.

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: **May 28, 2024**

TO: **Geri Sams, Director, Procurement Department**

FROM: **Wes Byne, P.E., Director of Utilities** WB

SUBJECT: **RFQ Item #24-132**
Engineering Consulting Services for Augusta, Georgia – Utilities Department
Recommendation of Award

I concur with the Selection Board's evaluation and recommendation of the Engineering firms to the various discipline category rosters that the Augusta Utilities Department solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years. Please see the attached document showing the Engineering firms for each discipline category.

cc: Chad Hendrix, P.E. CDH

RFQ #24-132
Engineering Consultant Services Rosters

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

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

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

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

Engineering Service Committee

Meeting Date: 11/23/2025

Recommend Approve Bid 25-182 Generator Controls Upgrade for Both Surface Water Treatment Plants – Cummins Inc.

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Recommend approval of Bid 25-182 for Upgrading Generator Controls for Both Surface water treatment plants to Cummins Inc.
Background:	The existing generator controls are 21 years old. The existing units are nearing their service life, and obtaining parts and software upgrades is getting very expensive.
Analysis:	This was procured using standard Augusta Procurement Department guidelines. Cummins Inc. was the only responsive Bidder
Financial Impact:	$ 773,334.60 is the impact and there are funds available in operating capital
Alternatives:	No alternative is presented.
Recommendation:	Approve this Service to Cummins Inc.
Funds are available in the following accounts:	**506043520-5421110**
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, June 4, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 832 8219 4150; Passcode: 625084** for furnishing:

Bid Item #25-182 **Generator Controls Upgrade for Augusta, GA – Utilities Department**

Bid Item #25-184 **Highland AC Units for Augusta, GA – Utilities Department**

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

Darrell White, Interim Procurement 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).**

Bid Item #25-182 Pre-Bid Conference will be held on Monday, May 19, 2025 @ 10:00 a.m. via Zoom Meeting ID: 889 2303 6581; Passcode: 25182. Optional Site Visit will be held on Tuesday, May 20, 2025; please contact Steve Orton at (706) 836-7283 in advance.

Bid Item #25-184 has an optional site visit. For this site visit; please contact Steve Orton at (706) 836-7283 in advance prior to the last day for questions by Wednesday, May 21, 2025.

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

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	April 24, 2025 and May 1, 8, 15, 2025
Metro Courier	April 24, 2025

Bid Opening: Bid Item #25-182 Generator Controls Upgrade for Augusta, GA-Utilities Department
Bid Date: Wednesday, June 4, 2025 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 13
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 215
Georgia Procurement Registry: 804
Pre-Bid Conference Attendees: 12
Total packages Submitted: 1
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Total
Cummins Inc. 2791 Shop Road Extension Columbia, SC 29209	YES	YES	33523	YES	$773,334.60

UTILITIES DEPARTMENT

WES BYNE, PE
Director

MEMORANDUM

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

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

SUBJECT: **(Bid Item #25-182) Recommendation of Award (2025)**

DATE: 11/10/2025

It is our recommendation that Bid No. 25-182 be awarded to the lowest bidder, Cummins Inc.

Cummins was the only bidder and they are the manufacturer of the Generator and Controls we currently have in operation.

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



10 November 2025

Wes Byne, Director, Utilities Department — Date

CC: Tess Thompson, Finance Manager, AUD-Finance

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/4/2025

DIVISION Highland Water Filter Plant

FUND #: 506043520

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

SHIP TO:

2822 Central ave. Augusta,Ga 30909

VENDOR: Cummins Inc.

ADDRESS: 2791 Shop Road EXT. Columbia, S

PHONE #: 803-799-2410

QUOTED BY: Carissa mcdonald

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Upgrade Highland Gen.	1	773334.60	773334.6		0		0
2.	Controls and plc			0		0		0
3.	switching of			0		0		0
4.	4160 vac breakers			0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
SHIPPING CHARGES		1		0		0		0
	TOTAL			773334.6		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Highland Water treatment plant Generator Upgrade of controls/PLC and switching of 4160 Vac Breakers

Bid 25-182

REQUESTED BY: steve Orton

APPROVED BY: Bobby Robinson

Frank W Byne

10 Nov 2025

Yancey Power Systems
259 Lee Industrial Blvd
Austell, GA 30168

Cummins Inc
5125 Highway 85
Atlanta, Georgia 30349

Hi-Tech Power System
2479 Doug Barnard Pk
Augusta, GA 30906

Perkins Power Corp
7100 Oak Ridge Pkwy
Austell, GA 30168

Anderson Power Services
13211 Veterans Memorial Hwy
Douglasville, GA 30134

Southern Power Expert
3575 Miller Pond Way S
Snellville, GA 30039

Southern Power Systems Services Inc
34 Hillwood Cir
Newnan, GA 30263

Mayer Electric Supply
1780 Wylds Rd
Augusta, GA 30909

Prime Power Services
7232 GA-54
Sharpsburg, GA 30277

Energy Systems Southeast
2805 Amwiler Rd
Atlanta, Ga 30360

Rowell Electric Co.
502 W 6th St
Waynesboro, Ga 30830

Hi-Tech Power System
1182 Edgefield Rd
North Augusta, SC 298

Wes Byne
Utilities

Steve Orton
Utilities

Phyllis Johnson
Compliance

Addendum 1 Bid Item #25-182
Generator Controls Upgrade for
Augusta, GA-Utilities Department
Bid Due: Wed, June 4, 2025 @ 3:00p.m.

Addendum 1 Bid Item #25-182
Generator Controls Upgrade for
Augusta, GA-Utilities Department
Mail Date: 5/27/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, April 24, 2025 5:11 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000119

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-2025-000000119
Event Title: 25-182 Generator Controls Upgrade
Event Type: Non-State Agency

Process Log
2025/04/24 17:05:15 : Log starts for - 27482911 - EVENT_RELEASE_TO_SUPL
2025/04/24 17:05:19 : Email Process Log for the Event#: PE-72155-NONST-2025-000000119
2025/04/24 17:05:19 : Email Batch# 2504241226
2025/04/24 17:05:19 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/04/24 17:08:40 : Bad Email not sent to cschaffer@sperosIcom of SPEROS INC
2025/04/24 17:10:19 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/04/24 17:10:34 : Total No of Contacts found for sending Email: 804
2025/04/24 17:10:34 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000119&sourceSystemType=gpr20

04/24/2025 05:10:34 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

Add Supplier | Export To Excel

Supplier (5)

Supplier	Download Date
Dodge Data	04/24/2025
MSHS	04/25/2025
Onvia, Inc. - Content Department	04/25/2025
Santa Fe Power Solutions, Inc dba SFPS	05/13/2025
TAW Power Systems, Inc.	04/25/2025

Add Supplier

Supplier Details

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

Documents

Filename	Type	Action
25-182_ITB	Bid Document / Specifications	View History
25-182_ADD1	Addendum	View History

Approve Amendment to the Contract with ESG Operations

Meeting Date: 11/23/25

ESG Agreement Amendment (09154)

Department: Utilities

Presenter: Wes Byne

Caption: Approve Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities for 2026 (RFP 09-154).

Background:

Augusta and ESG Operations, Inc. (ESG) are extending an Agreement for Operations, Maintenance and Management Services for 2026.

Attached is a proposed Amendment No. 13 from ESG, which sets forth a 2026 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:

Appendix F-1 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.

Appendix I 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.

Appendix N to this amendment is for continuation of routine water tank maintenance and inspections that began in 2018. This cost is estimated to be not more than $89,000.

Analysis: The proposed budget for the operation of our water pollution control facilities represents no increase from last year.

Financial Impact: $7,726,880.00 for estimated annual Operation and Maintenance fund for Appendix F,
$650,000 for estimated overage from annual Operations and Maintenance fund for Appendux F-1,
$758,760.00 for additional work as described in Appendixes I, and N, from annual Operations and Maintenance fund.

Alternatives: Pursue other delivery methods for the proposed additional work. (Not Recommended)

Recommendation: We recommend approval of Amendment to the contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and additional work as described.

Funds are available in the following accounts:
506043310-5211110 Appendix F, F-1
506043410-5211110 Appendix I
506043580-5223211 Appendix N

REVIEWED AND APPROVED BY: N/A

AMENDMENT NO. 13
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, 2026, 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. 13 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 Eight Hundred and Ninety-Nine Thousand Dollars ($6,899,000.00) and the Management and Administrative Fee shall be Eight Hundred and Twenty-Seven Thousand Eight Hundred and Eighty Dollars ($827,880.00). 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 1st, 2026 and ending on December 31st, 2026. Thereafter, the base fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Appendix F with the following new Appendix F.

REPLACE Appendix F1 with the following new Appendix F1.

REPLACE Appendix I with the following new Appendix I.

REPLACE Appendix N with the following new Appendix N.

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

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

Authorized signatures:

INRARMARK, LLC
d/b/a ESG Operations

By: _____
Steve Meininger,
Chief Executive Officer

Date: _____

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson,
Mayor
Date: _____

ATTEST: _____
Clerk of Commission
Date: _____

Appendix F

2026 Project Budget and Staffing Plan

Project Budget

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**	
BIOSOLIDS MANAGEMENT	**$ 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 2026 BUDGET		**$ 7,726,880.00**

Appendix F (Continued)
2026 Project Budget and Staffing Plan

Project Staffing Plan

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

Appendix F-1

Budget Reconciliation

As provided by the terms of Article 4.2, following the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2025 including applicable management fees, additional expenditures up to $650,000 shall be payable upon submission of an invoice.

Appendix I

2026 Sewer Assessment Project Budget

Project Budget

SL-RAT Deployment	**$598,000.00**
ADMINISTRATIVE FEE (12.0%)	**$ 71,760.00**
TOTAL 2026 BUDGET	**$ 669,760.00**

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

Appendix N

2026 Water Tank Management Budget

Project Budget

WATER TANK ROUTINE MAINTENANCE	$ 89,000.00
TOTAL 2026 BUDGET	$ 89,000.00

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

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

provided. These inspections are completed while the tank remains in service and they will not cause any interruptions in service.

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

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

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

Following each inspection, the City will receive from ESG inspection reports and photographs describing the condition of any Tank(s). ESG acknowledges that the referenced inspections are not intended to determine the design integrity or structural integrity, inclusive of any latent design or construction defects of the Tanks. In each inspection report (visual or washout), ESG will identify necessary maintenance or repairs of the Tanks, if any, and may perform such maintenance and repairs subject to the terms and conditions of an addendum to this Agreement mutually agreed to and executed by the ESG and City.

The City shall, during the term of the Agreement, provide the following in order to facilitate the performance of the services described by this Exhibit H: a) provide electrical service (110 Volt) to the Tank(s) site; b) provide at a minimum a ¾" water service to any site of a Tank(s) site; and c) provide an access road to any Tank(s) site sufficient for the performance of the Inspection Services by ESG.

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

Engineering Services Committee

Meeting Date: 11/25/2025

Approve Survey and Document Archive Effort on the Savannah River

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Survey and Document Archive Effort on the Savannah River
Background:	As part of the New Savannah Bluff Lock & Dam project, it was determined that the river surface elevations were potentially incorrect. Cranston provided a scope to perform a survey of the benchmarks along the river and the river level to accurately characterize the water levels. There were several additional tasks that need to be completed to finalize the report. This scope would allow those tasks to be completed. In addition, a second scope was developed to allow the transfer of all files from CEG related to the NSBLD project could be properly organized, archived, and transferred to Augusta for the historical record.
Analysis:	This project is valuable and important to Augusta's efforts regarding the NSBLD.
Financial Impact:	$61,700 is available from 507043490-5212999 / 81900020-5212999
Alternatives:	None are Recommended.
Recommendation:	Approve Survey and Document Archive Effort on the Savannah River
Funds are available in the following accounts:	507043490-5212999 / 81900020-5212999
REVIEWED AND APPROVED BY:	WB

CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

May 28, 2025

Mr. Wes Byne
Augusta Utilities Department
452 Walker Street Department
Augusta, Georgia 30901

RE: New Savannah Bluff Lock and Dam

Proposal for Completing the USGS Gaging Station Datums Surveys and Establishing an "Institutional Memory' of the Lock and Dam Preservation Process and Findings for Post-WRDA 2024 Purposes.

Cranston File No. 2019-0543(Q)

Dear Mr. Byne:

This letter is a follow-up from the undersigned's meeting with you and Chad Hendrix on April 8, 2025, in which we reviewed a variety of topics related to the New Savannah Bluff Lock and Dam and how to wrap up and memorialize several important related subjects.

Accordingly, we are pleased to offer the following proposal for completing the USGS Gaging Station Datums Surveys to finalize the documentation of the elevation results and to provide services to preserve the vast amounts of background information, technical analyses, and expert opinions that have been developed throughout the last decade-long timeframe of controversy surrounding the New Savannah Bluff Lock and Dam and its future under the purview of the United States Army Corps of Engineers.

BACKGROUND

The U. S. Army Corps of Engineers (USACE) has conducted several studies for the future or the replacement of the New Savannah Bluff Lock and Dam and the pool that it impounds, which have extended for a long period of time – at least since the turn of this century. These actions have led to controversies among residents of the

Central Savannah River Area (CSRA). More recently in the past ten years or so, the planning process employed by the USACE produced a so-called "rock weir" design that evoked widespread objections – even anger – within the cities of Augusta and North Augusta, and the surrounding communities, including leaders, stakeholders, and citizens of both public and private sector interests, along with the States of South Carolina and Georgia. These matters came to a head when a lawsuit against the United States was filed by South Carolina and joined by Augusta about five years ago, with associated protracted efforts at record research, maneuvering, mediation, and motions on both sides, ultimately leading to no solution.

In the fall of 2024, the United States Congress passed the *Water Resources Act of 2024*, which President Biden signed in December 2024. That act set out new criteria directing the repair of the Lock and Dam and the maintenance of its historical pool as directions for the USACE to follow.

As a result, the lawsuit has been dismissed, but the USACE's specific design details and the long process that they will likely employ to prepare plans for the repair project are yet to come and are unknown. Moreover, the federal funding appropriation by Congress for rehabilitating the structure is still in question.

Therefore, it seems prudent to assemble the vast amounts of background information, technical analyses, and expert opinions that have been uncovered in the past ten years or so, to organize the documentation, and preserve it for those city leaders and citizens who may yet have to fight another day for the Lock and Dam, which is critically essential to the river and the region.

Cranston LLC proposes to facilitate such an assemblage of documents and work products. The work will begin with completing the U. S. Geological Survey gaging stations datum surveys, with final measurements of the reference points at the principal gaging stations and with an updated final written report; and assembling and preserving the Cranston firm's records. Optional tasks may extend to assembling and memorializing the findings of the City's other subject matter experts, outside of Cranston; and facilitating planning for possible future follow-up actions by the City. These steps are more specifically described in the following paragraphs.

SCOPE OF WORK

We propose to accomplish services to complete the City's institutional record of technical documents, forensic processes, reports, public input to the Corps of Engineers' review processes, community activities records, and other documents related to the New Savannah Bluff Lock and Dam and its past and possible future alterations. These services will begin with the final completion of precisely measuring the water level datums used by agencies to record the Savannah River stages at various locations near Augusta. More specifically, the scope of work will be comprised of the following main aspects:

TASK A: USGS GAGE SURVEYS AND REPORTING

Providing complementary work to expand and amend the detailed report titled, *Benchmarks on the Savannah*, that was recently submitted, including the following tasks:

1. *Placing and documenting a new monument on the site of Dominion Energy's Stevens Creek Dam* to replace the one precise benchmark that was found to have been destroyed by previous construction activities; coordinating with Dominion Energy as to the most convenient and safe location; and preparing detailed monument description, location sketches, and photographs.

2. *Coordinating with United States Geological Survey (USGS) on the four Principal Gaging Stations* to survey the actual elevations of official reference points at each, including gaining access to the station enclosures with assistance from USGS. (This effort was beyond the scope of the previous surveying project, because the physical points of reference were unknown and inaccessible at this time, and there was ongoing litigation directly related to the subject. It is assumed that the city personnel will assist in coordinating the participation of USGS staff members to facilitate this process.) These new surveys will include both the relocated Fifth Street gage and the remnant staff gage at Fifth Street Bridge if USGS has a reference there. More specifically, the work will include surveys of direct levels to the individual points, fixtures, or physical places where the elevation points are officially referenced at each gaging station. Then, the elevations of the four principal USGS gaging stations' reference points and the elevation of the "zero" of each gage will result. Then, comparisons can be made between the measured elevations and the published "zero" values to determine whether the stations are all related to the same datum or that variances may exist and by what amounts of differences, if any.

3. *Amending and re-issuing the Benchmarks on the Savannah report* to add the new surveys, benchmark records and photographs, updated maps, methodology, the actual USGS gage reference elevations, discussions of discrepancies (if any), and other editorial changes as needed. Furnishing a new GIS layer for the updated map suitable for addition to the Augusta GIS record.

TASK B: PRESERVING THE NEW SAVANNAH BLUFF LOCK AND DAM FORENSIC ENGINEERING RECORDS

Preserving and establishing an "institutional memory" of the technical details of the Lock and Dam and procedural aspects surrounding the facility and its background to the 1930s, with a concentration on the time frame of 2015 through 2025.

1. *Compiling the Cranston firm's records for the period 2015—2025* and preserving them for future reference. These materials fall into three principal types or groups: Technical and Forensic Assistance to the City of Augusta in

support of Litigation; Mediation documents {Confidential}; and Community activities records of private sector efforts to save and restore the Lock and Dam that were in addition to the measures undertaken by the public sector entities and the City. The materials are subdivided first into subject matter folders and second, chronologically within those folders.

a. *Electronic. Assembling and furnishing electronic files* as follows:

    i. Cranston file 2015-0209: 58 folders containing 2,955 files. 36.0 GB.

    ii. Cranston file 2019-0543: 282 folders containing 9,656 files. 66.4 GB

        1. Scanning of approximately two file drawers of documents. See 1.b.iii. below. Estimated total 25 GB.

    iii. Furnishing all electronic folders and files on a One (1) Terabyte external hard drive.

b. *Physical. Assembling and furnishing physical files* as follows:

    i. Cranston file 2015-0209. 2 ½ file cabinet drawers of folders.

    ii. Cranston file 2019-0543.

        1. Two (2) file cabinet drawers of folders, organized by subject matter and chronology.

        2. Two (2) more file cabinet drawers (approximately). *Organizing materials that still need to be cataloged further into folders by subject matter and chronology*.

        3. Two (2) drawing flat file drawers, including the (rare) original plans of NSBL&D {produced by USACE during Mediation}.

    iii. *Furnishing and delivering original physical files* in "bankers boxes" either for the City archives; or for placing the materials in the boxed system to be retained in the Cranston archives warehouse.

2. *Memorializing Major Findings of Other New Savannah Bluff Lock and Dam Subject Matter Expert Panel Members (other than Cranston).* Preserving major "lessons learned" by the City's panel of subject matter experts (including in-house and outside consultants beyond the Cranston firm).

a. *Convening an in-person de-brief session* of up to two days to assemble the major recommendations of each expert. (Arranging one supplemental on-line meeting, if and as needed.)

   i. *Recording each proceeding and preparing a transcript* of each session. (These services are to be provided by in-house City personnel).

   ii. *Summarizing the principal findings* of each subject matter expert.

b. *Memorializing the results* in a joint summary memorandum.

c. *Assembling the Subject Matter Expert Panel Results* and adding them to the Cranston files in electronic format only.

TASK C: PLANNING FOR FOLLOW-UP ACTIONS TO WATER RESOURCES DEVELOPMENT ACT OF 2024 (POST WRDA 2024)

1. *State Overall Goals* for Augusta and the Lock and Dam.
2. *Identify Critical Issues.* i.e., technical, engineering, biological, funding, scheduling, goals of various interests, etc. (Especially to include Known Technical Issues listed in Item 4 below.)
3. *Determine Processes* of U. S. Army Corps of Engineers (USACE), Georgia Ports Authority (GPA), and South Carolina's processes to implement WRDA 2024.
4. *Consider Action on Known Technical Issues.* Consider furnishing documentation of known technical issues to USACE for their use in the new designs. Subject could include, but would not be limited to the following:

   a. Extensive Undermining of Lock Wall. Evidence: USACE bathymetric mapping, showing deep upstream hole; and John Nestler's "oranges test." (Learned as part of Mediation).

   b. Discrepancy on Elevation of "Zero" of 5th Street Gage, which may affect extent of "flowage easements" obtained by USACE for the original project. (Documented in *Benchmarks on the Savannah* report).

   c. Request that the USGS stage vs. discharge rating curve for both the old and the relocated 5th Street Gage be revised or eliminated, to reflect the spurious nature of flows being reported on-line now and in the past; and that updated detailed information be published for the Relocated gage. (This problem has erroneously affected or influenced all or virtually all previous hydraulic modeling of the Savannah River water surface profiles and should

be, and can readily be, avoided in the future.)

d. Assistance with Notification of USACE about these subjects, as well as South Carolina, North Augusta, and other stakeholders, as appropriate.

e. What else needs to be included?

5. *Formulate Other Alternatives for Action.* How can Augusta/North Augusta influence the process to avoid a repeat of the past ten (10) years?

   a. Designate a Peer Technical Advisory Panel (perhaps under the Consortium)? Will the USACE officially accept such a group?

   b. Lobbying/querying the USACE project design team?

   c. Lobbying/querying the USFWS and NMFS about the contents of the biological opinion, or a new one.

   d. Monitor other stakeholder activities, such as Savannah Riverkeeper, private land owners, etc.

   e. Request that the Corps' required IEPR review occur earlier in the design process, not at the very end or in addition to that timing.

   f. Keep the federal judge in the SC/Augusta case informed periodically, as needed and as appropriate, under his retained jurisdiction role.

   g. Get Involved in the appropriations/funding processes. How?

   h. Political action?

   i. Request immediate transfer of the 50-acre park to Augusta.

   j. Other Actions. What are they?

6. *Summarize Draft Plan for Actions* for review by key stakeholders (identities yet to be determined).

7. *Prepare Final Plan and Distribute to Key Stakeholders*

FEE PROPOSAL

We propose to accomplish Tasks A-1, A-2, A-3, and B-1 at the lump sum fees indicated below, totaling $36,280.00.

Tasks B-2 and C may be considered optional scope items, which we propose to accomplish on a time and material basis if you should so desire, and with a level of detail that accords with your specific directions. Estimated allowances for the optional services are also provided below, totaling $25,420.00:

TASK	DESCRIPTION		PROPOSED FEE
A	**USGS Gage Surveys and Reporting**		
	1. Placing and documenting a new monument on the site of Dominion Energy's Stevens Creek Dam (Lump Sum)	$	5,200
	2. Coordinating with United States Geological Survey (USGS) on the four Principal Gaging Stations (Lump Sum)	$	5,100
	3. Amending and reissuing the Benchmarks on the Savannah Report (Lump Sum)	$	19,620
B	**Preserving the New Savannah Bluff Lock and Dam Forensic Engineering Records**		
	1. Compiling the Cranston firm's records for the period of 2015-2025 (Lump Sum)	$	6,360
	2. Memorializing Major Findings of Other New Savannah Bluff Lock and Dam Subject Matter Expert Panel members (other than Cranston) Time and Material basis (estimated allowance)	$	11,320
C	**Planning for Follow-up Actions to Water Resources Development Act of 2024 (Post WRDA 2024)**	$	14,100
	Total Basic Services	**$**	**61,700**

Payment will be expected within thirty (30) days of the completion of each item and the submittal of our invoice.

TIME OF COMPLETION

We propose to begin work immediately upon your direction and to complete the Tasks A-1, A-2, A-3, and B-1 within seventy five (75) days thereafter. Following the completions of these tasks, we propose to complete the other optional items, Tasks B-2 and C, according to a schedule to be set by you in coordination with your other consultants. We believe that a sixty (60) to ninety (90) day window should be sufficient.

Your authorized signature in the space provided on a copy of this letter returned to us, or your approved purchase order, will be our authority to proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC

Thomas H. Robertson, PE, RLS

ACCEPTED:

Augusta, Georgia

Utilities Department

BY:_____

TITLE:_____

DATE:_____

Engineering Service Committee

Meeting Date: 11/25/2025

Sole Source for Lord and Company Cyber Security Integration

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Sole Source for Lord and Company to help keep Scada in Compliance with Cyber Security
Background:	Lord and Company were the original installers of our Scada System and under Cyber Security Rules, it is best to minimize the number of Individuals who can access our system and they have been helping Augusta Utilities with this process on an as need basis since 2010.
Analysis:	This Integrator has had access to our system since the start and has very high knowledge of how our system works and what is needed for implementing Cyber Security rules into our Scada System.
Financial Impact:	$ 30,130.00 is the impact and there are funds available
Alternatives:	No Alternatives.
Recommendation:	Approve this Service with Lord and Company
Funds are available in the following accounts:	506-04-3580-5316180
REVIEWED AND APPROVED BY:	N/A

Print Form

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

Vendor: Lord and Company **E-Verify Number:** 153331

Commodity: Service Agreement SCADA System

Estimated annual expenditure for the above commodity or service: $ 30,130.00

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

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

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

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

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

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

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

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

Name: Stephen Orton Department: 4416 Date: 11/10/2025

Department Head Signature: Frank W Byne Date: 11/13/2025

Approval Authority: Andy Fennell Date: 11/17/2025

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

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Stephen Orton**

CC:

DATE: 11/10/2025

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Lord & Company, the integrator that helped build our SCADA System in its beginnings and due to cyber security threat of our SCADA system we use them because they allow minimal intrusions into our SCADA System for security measures. The Augusta, GA SCADA & IC System Service and Technical Service Agreement Proposal are defined below. Lord and Company to supply the following comprehensive service agreement to provide On-Site Preventive Maintenance, Emergency Services, Detailed Professional Documentation and Reports, Small Parts allowance (Not to Exceed $200.00 Per Year - the usage is to replace small miscellaneous items such as fuses, relays, etc.) and Additional Labor. Additional Labor Rates are defined below.
If additional labor is required beyond the hours proposed in this contract agreement, it will be billed at our discounted service contract rates shown below:

Contract Rates		
Normal Business Hours		**Weekend/Overtime/Emergency****
Onsite Support:	**$188.00**	**$272.00**
Remote Support:	**$169.00**	**$209.00**

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Lord & Company
INDUSTRIAL AUTOMATION

CORPORATE OFFICE
2100 Carolina Place Drive
Fort Mill, SC 29708
803.802.0060

sales@lordandcompany.com
lordandcompany.com

CSIA CERTIFIED

QUOTATION

Date: Monday, November 10, 2025

Augusta, GA

SCADA & IC System

Service and Technical Service Agreement Proposal

Quotation No. LCQQ10581-1

Lord & Company, Inc. is pleased to present the following Service and Technical Assistance Service Agreement Proposal for the Augusta, GA. The proposed agreement is for the period of one year, from the date of award and commencement.

It is our desire to continue the relationship we have developed with you. We feel that with our knowledge and experience, we will be able to give you service, maintenance, and training that no other company can. We have qualified technical assistance personnel who can assist your operations and maintenance personnel as needed. We have over 100 years of combined experience in the water wastewater market in our Southeast Division alone. Our yearly service agreement provides our services at a discounted rate with priority response to continue to add value and keep your system operating properly.

Description of Work to be Provided

General

We will provide preventive maintenance, troubleshooting, and general support services on an **"as needed' basis** as explicitly requested and authorized by the Augusta, GA. We will perform the work in accordance with generally accepted professional standards of care. All information, documentation, hardware, and software current or future with additions or changes are the property of the Augusta, GA. For this agreement we have estimated a total of **one-hundred and fifty two (152) hours** to be used for *On-Site Technical Assistance, On-Site Preventive Maintenance.*

On-Site Technical Assistance

We will assist with installation of new controls hardware and software, on-site programming, troubleshoot of controls operation and miscellaneous support, upgrading existing controls functionality and hardware, and related services. These services will be provided under normal working hours. Travel time to and from the site is charged as time used.

Telephone & Internet VPN Technical Assistance*

Qualified engineers will remotely assist your maintenance personnel in troubleshooting and diagnostics with a preferred customer quick response time during normal working hours. We have included direct telephone support with an Engineer that is familiar with your SCADA system.

**Internet VPN Support not available for all service agreements. If ISP is not available at the facility, Lord and Company offers a secure remote support starter package using industrial VPN Gateway in conjunction with Verizon network. Hardware cost and monthly fee at an additional cost*

On-Site Preventive Maintenance

We will use this time to perform functional checks of equipment in system, instruments calibrations, equipment cleaning to prevent build-up of dust, visual inspection and recommendations, update software backups, cleanup hard drives, archive files, update record drawings and software documentation.

Emergency Services

Emergency Services applies to all services requested and delivered within 48 hours of contact.

Detailed Professional Documentation and Reports

We will inform personnel of all changes and activity with detailed reports. Program changes, wiring changes or additions will be recorded, and program backups and drawings will be updated in all available copies.

Small Parts allowance

Not to exceed 200.00 per year. This is to replace small miscellaneous items such as fuses, relays, etc.

Additional Labor

If additional labor is required beyond the hours proposed in this contract agreement, it will be billed at our discounted service contract rates shown below

Contract Rates		
	Normal Business Hours	**Weekend/Overtime/Emergency****
Onsite Support:	$188.00	$272.00
Remote Support:	$169.00	$209.00

***Overtime is billed for any hours worked over eight hours per day. Emergency applies to all services requested and delivered within 48 hours of contact*

Total Purchase Order Amount

Comprehensive Services as Detailed: **$30,130.00**

These prices remain in effect until 12/010/20225. This service agreement date will start upon receiving a purchase order.

The total cost of the agreement will be due upon signing this proposal. Terms are NET 30 with a 1 ½ finance charge on all balances more than (30) days past due.

Once again, thank you for giving Lord & Company the opportunity to provide this Service & Technical Support Agreement proposal. Please feel free to contact me with any questions or comments.

Lord and Company Authorized Signature	Date
Augusta, GA Authorized Signature	Date

Sincerely,

Shane Munn

Engineering Services Manager

Office: 803-802-0060 x111

Cellphone: 803-984-1294

Email: Smunn@lordandcompany.com

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/10/2025

DIVISION Facilities Maintenance

FUND #: 506043580

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

SHIP TO:	VENDOR:	Lord & Company
2822 Central ave. Augusta,Ga 30909	ADDRESS:	2100 Carolina Place Drive Fort Mill,
	PHONE #:	803.802.0060
	QUOTED BY:	Shane Munn

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Comprehensive Services	1	30130.00	30130		0		0
2.				0		0		0
3.				0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			30130		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Augusta, GA SCADA & IC System Service and Technical Service Agreement Proposal

Quotation No. LCQQ10581-1

REQUESTED BY: Renee Tager

APPROVED BY: Stephen Orton

Frank W Byne

Engineering Committee Meeting

Meeting Date: November 25, 2025

Willis Foreman Road Improvements Project Design Services for Road Widening and Reconstruction

PI #0013703 / RFQ #17-265/ 18ENG546

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplement funding (SA6) for Engineering Final Design Phase of the Design Consultant Services Agreement to CHA in the amount of $180,782.01 for the Willis Foreman Improvement Project. 18ENG546 AE/ RFQ 17-265
Background:	This project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. The Project Improvements concept includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and streetlights. In March 2018, Augusta Commission awarded Willis Foreman Design Professional Services to Wolverton & Assoc. (now CHA Companies).
Analysis:	The project is in the right of way acquisition phase. A phased design approach is adopted as a result of GDOT project oversight and federal funding. Recently GDOT notified Augusta Engineering since the project overall cost is over $50 million, a Value Engineering (VE) study is warranted. In addition, right of way acquisition identified additional tasks to further address subsurface utilities potential conflicts.
Financial Impact:	Funds in amount of $180,782.01 are available project MPO Y230 funds and Project SPLOST funds.
Alternatives:	1). Do not approve and abandon the project.
Recommendation:	Approve Supplement funding (SA5) for Engineering Final Design Phase of the Design Consultant Services Agreement to CHA in the amount of $180,782.01 for the Willis Foreman Improvement Project. AE/ RFQ 17-265

Funds are available in the following accounts: **($180,782.01)**

$144,625.61 - 340-041110-52.12115 / TP1809005-52.12115 TIP Funds

$36,156.40 – 330041110-52.12115 / SPLOST 8 funds

REVIEWED AND APPROVED BY: HM/sr

October 21, 2025

Ms. June Hamal
City of Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901

RE: Willis Foreman Road – Supplemental Agreement
Supplemental R/W Revisions
VE Study Participation and Response
Supplemental SUE QL/A
Water and Sewer Relocations

Dear Ms. Hamal:

As we have been discussing in the monthly meetings, there are several areas of out-of-scope work for which the CHA Design team will require additional budget. These areas include R/W revisions, SUE QL/A, participation in the VE Study process, and Utility Relocations and conflict redesign. A more detailed description of the out-of-scope nature of this work is provided as follows.

I. Scope of Services:

A. R/W Revisions

The Willis Foreman Rd. Corridor has 240 parcels that require r/w plans and acquisitions. Our original scope included hours for revisions to 20% of the parcels (~50 parcels). Due to owner changes, subdivisions, added driveways, and other design changes as part of negotiations, CHA and HGB have provided some level of revisions to over 30% of the parcels, with acquisitions and requests still coming. We have exhausted our r/w budget and have already been using at-risk finds. Therefore, we are requesting additional funds to continue our efforts in coordination with Atlas and the various agents who are working with you on this project.

B. VE Study Participation and Responses

Due to the project's construction cost, GDOT has recently decided that a VE study will be required. Based on our understanding of this, GDOT will conduct a workshop, and it is expected that CHA/HGB, and possibly MBI will be in attendance for one day. Following this process, the design engineers will be required to respond to the VE study recommendations. Based on our discussion, the City would like to assume that no design changes will be made since many common VE study recommendations were included in the project

C. Supplemental SUE QL/A

CHA has coordinated with Augusta Utilities Department to determine locations for test holes. In the original scope for this project only 37 test holes were scoped. After review and meeting with AUD, we settled on 55 locations where test holes are needed to determine if there is conflict between drainage and existing water / sewer lines. Also in the years since SUE QL/A was scoped in 2017. CHA has dissolved their SUE department. Therefore, we have subcontracted with JMT, LLC for this work, which resulted in additional costs.

from the onset. Any minor changes that are accepted through this process will be implemented through use of contingency funds.

D. Water and Sewer Relocations

CHA has met with Augusta Utilities and identify several locations where either entire segments of water line need to be relocated or offset lines will be needed to avoid conflicts with structures. Some of these were identified in our coordination meeting. Others may be needed based on the results of the QL/A analysis. The hours for this task include the locations where we know relocation is needed, and an assumption that 50% of the test hole locations may also result in necessary relocations.

Additionally, significant portions of CHA's drainage system have been redesigned to avoid several water line conflicts at the request of Augusta Utilities Department during the final plans phase of this project. This required relocation of multiple structures and regeneration of drainage profiles.

E. Project Management, Meetings, and Contingencies

A contingency fee is proposed for environmental re-evaluations, VE study revisions, and project management. When this project was scoped in 2017, it was scoped based on a 36 month project duration. Now that we are in the eighth year, the project management budget, which included monthly meetings, minutes, invoicing, etc. is depleted. Additionally, environmental efforts have extended beyond the expected timeline. This contingency will also cover the changes in Perennial Stream 4 conveyance that the Corps requires, which will result in changed lockdown plans.

As discussed in Item B, any recommendations that are accepted from the VE study process will be implemented under contingencies.

II. Fee:

The following fees are proposed:

A. Supplemental R/W Revisions - $37,550.53
B. VE Study Participation and Responses - $18,409.58
C. Supplemental SUE QL/A - $61,754.90
D. Water and Sewer Relocations - $27,786.40
E. Project Management, Meetings, and Contingencies - $35,280.60

SUPPLEMENT WORK TOTAL FEE - $180,782.01

We hope this proposal has provided ample information regarding the request. Let me know if you have any questions or concerns.

Sincerely,

Leah G. Cassell

Leah G. Cassell
Senior Project Manager

ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**340-041110-TP1809005**
Supplemental Agreement Number:	**6**
Purchase Order Number:	**18ENG546**

WHEREAS, We, **CHA formerly "Wolverton & Associates, Inc.,"** Consultant, entered into a contract with Augusta-Richmond County on "March 6, 2018", Project No. 340-041110-TP1809005 File Reference No. 17-265, PI No. 0013703 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional Funding for the Engineering Preliminary Design Phase 2 for the Willis Foreman Improvement Project.

It is agreed that as a result of the above described modification the contract amount is increased by **$180,782.01** from **$4,310,145.26** to a new total of **$4,490,927.27.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **CHA formerly** "**Wolverton & Associates, Inc.**", Consultant, hereby agree to said Supplemental Agreement 4 consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY

_____

Garnett L. Johnson, Mayor

Approved: Date _____

AUGUSTA, GEORGIA

_____

CHA formerly Wolverton & Associates, Inc.

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

_____

Title: _____

Engineering Committee Meeting

Meeting Date: November 25, 2025

Wilkinson Garden Area Roadway Drainage Improvements Project

Design Professional Services

RFQ 07-114

File Reference: 22-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental (SA) funding for various Tasks including utilities coordination under Final Design Phase of the Engineering Consultant Agreement to WK Dickson & Co., Inc. (Ardurra Company) in the amount of $65,040.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114 - P164761
Background:	In March of 2009, the Augusta Commission approved the selection of WK Dickson to complete design for the Wilkerson Gardens Drainage Improvements project. Project construction plans are complete leading to easements and utilities coordination. Augusta Engineering (AE) adopted a phased approach with releasing design tasks. Requested supplements covers professional services needed to coordinate with public & private utilities to minimize constructability conflicts during construction.
Analysis:	Project construction plans are final. However, prior to project letting utilities coordination is needed to minimize construction conflicts during construction.
Financial Impact:	Funds are available in Project funds in SPLOST III & VI.
Alternatives:	1). Do not approve and find alternative to complete the project.
Recommendation:	Approve supplemental (SA) funding for various Tasks including utilities coordination under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. (Ardurra Company) in the amount of $65,040.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-1144
Funds are available in the following accounts:	**($65,040)** $45,571 – 323041110-52.12115 / 204823525-52.12115 SPLOST 3 $15,469 – 328041110-52.12115 / 219828217-52.12115 SPLOST 6
REVIEWED AND APPROVED BY:	HM/sr

CONTRACT FOR SERVICES AMENDMENT NO. ELEVEN

ADDITIONAL SERVICES AUTHORIZATION

The following modifications to the contract ("Contract") for Wilkinson Garden Area Roadway Drainage Improvements 20090089.00.AG dated March 23, 2009 between The City of Augusta (OWNER) and W.K. Dickson & Co., LLC *an Ardurra Company* (CONSULTANT) are authorized.

1. SCOPE OF SERVICES.

CONSULTANT issued drawings for bid on June 30th, 2025. OWNER initiated utility coordination with the following utilities via Procore on July 14th, 2025:

- Augusta Utilities
- Comcast
- Unity Fiber, LLC
- DC Blox Fiber
- Southern Company
- Crown Castle
- WOW
- AGL/SEC
- SEGRA
- Jefferson Electric Cooperative
- AT&T
- Century Link/Lumen & Level 3

OWNER has provided marked-up drawings from Comcast and AUD. AT&T has indicated that they will be relocating most, if not all, facilities in conflict, but no drawings or location information have been provided as of September 24, 2025. Georgia Power has not provided any documentation, but email correspondence has indicated that they are working on relocation plans.

OWNER provided GIS locations for sanitary sewer and water which were included in the original design plans. It was noted in previous design correspondence that some of those facilities would require relocation or the design would require revision to accommodate the existing locations.

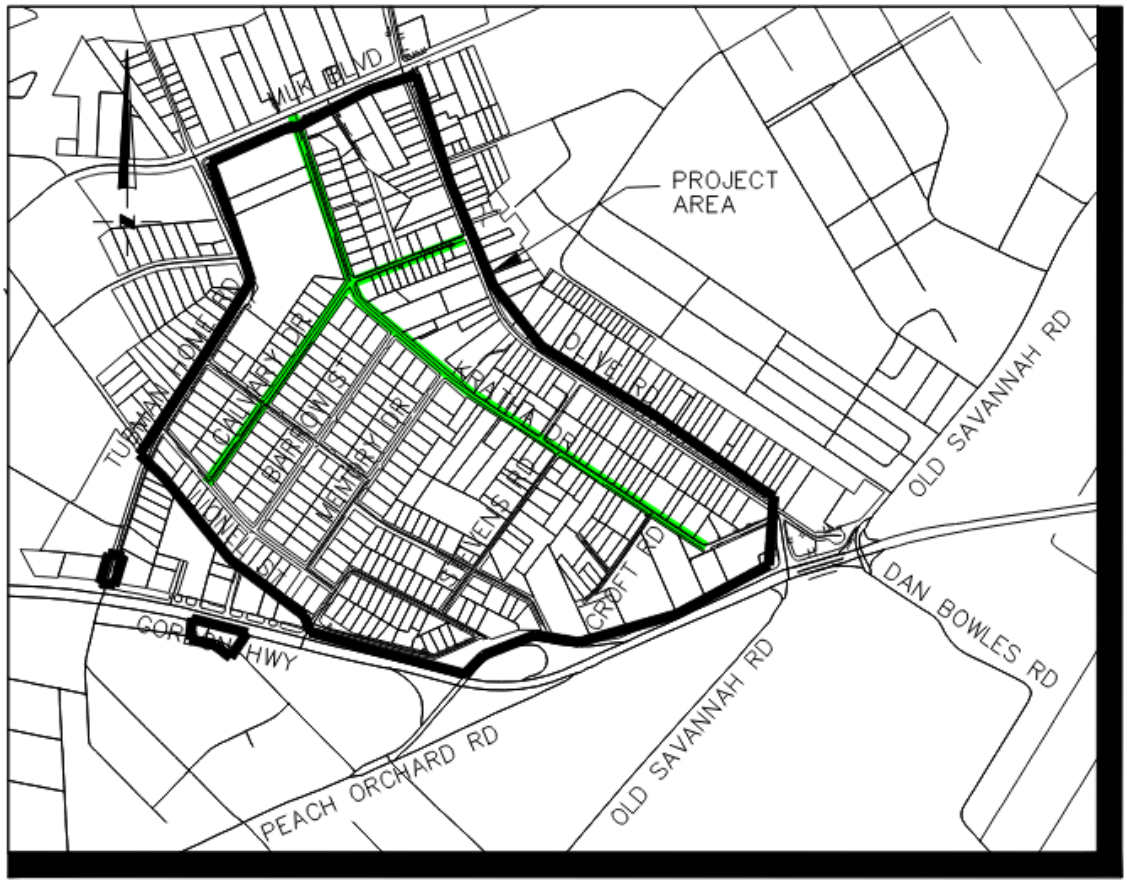
CONSULTANT proposes to coordinate with utility providers listed above to secure feedback on utilities in the immediate area of proposed improvements. CONSULTANT will allow four (4) weeks from initial contact for utility providers to respond. CONSULTANT will then compile a red line document to present to OWNER for review. If new information is received after the review period, additional services may be required to produce final document for review.

CONSULTANT proposes assessment of existing Augusta Utilities Department (AUD) owned sanitary sewer along Calvary Drive, Barnes Road and Kratha Drive. Based on current design, relocation of this sewer will be required. To complete this, CONSULTANT has engaged a SUBCONSULTANT to provide survey and underground utility locate services. CONSULTANT assumes the sewer re-routes will remain in the existing public R/W. Additional survey outside of the R/W will be additional services. No additional easements are assumed as a part of this scope.

An additional set of utility plans will be added to the Issued for Bid set, dated June 30, 2025. Roadway pro of the affected areas will be revised to show proposed sanitary sewer adjustments. All changes to drawings will be clouded with revision date added to border and cover. See Exhibit 1 below for areas of survey and design. Additional survey or design outside of the areas highlighted the map will require additional services.

CONSULTANT proposes one (1) review meeting with OWNER to identify conflicts with existing utilities and review sanitary sewer redesign. It is assumed that the redesign of utilities not owned by the City of Augusta and/or AUD will be handled by the utility provider. CONSULTANT will also participate in 10 bi-weekly update meetings as requested by OWNER.

Exhibit 1 Project Area



2. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall be 11 weeks from execution of this amendment.

3. COMPENSATION. The total Contract lump sum is increased from $940,400.00 to $997,940.00.

All other terms of the Contract remain unchanged.

OWNER:	CONSULTANT:
CITY OF AUGUSTA	**W.K. DICKSON & CO., LLC** ***an Ardurra Company***
By: _____	By: Lisa Wells
Name: _____	Name: Lisa Wells
Title: _____	Title: Practice Director
Date: _____	Date: 10/7/2025

AUGUSTA-RICHMOND COUNTY
ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**328-041110-219828217**
Supplemental Agreement Number:	**11**
Purchase Order Number:	**P164761**

WHEREAS, We, W. K. Dickson, Community Infrastructure Consultants entered into a contract with Augusta-Richmond County on March 17, 2009, for engineering design services associated with **Wilkinson Garden Area Roadway Drainage Improvement Project / Hyde Park**, Project No. 328-041110-219828217, and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional supplemental funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to W K Dickson & Co., Inc.

It is agreed that as a result of the above modification the contract amount is increased by **$65,040.00** from **$940,400.00** to a total of **$1,005,440.00.**

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, W. K. Dickson, Community Infrastructure Consultants, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

W. K. DICKSON & CO., INC.

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Engineering Committee Meeting

Meeting Date: November 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 AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of $171,670.00 for this service annual usage with 3% annual adjustment. AMCS Platform use initial term will be five (5) years/ AE

Background: Augusta/Environmental Services presently uses the Elemos platform primarily for management of waste collection services. However, the technology provider discontinued this platform's technical support since over the past five (5) years and transition to AMCS platform (cloud based technology). Lack of technical support made the Elemo platform outdated to meet Augusta's waste collection management current needs. By moving to the AMCS Platform and with cloud technology advancements, the Augusta citizens will gain a better customer experience with robust proof of service functionality, driver can leverage their Android tablets in the field for better route planning, Environmental Services will gain more flexibility with billing options, have better collaboration between dispatch and driver while taking more control of the processes in house.

Analysis: Engineering & Environmental Services (AE) Team along with Augusta IT staff reviewed the AMCS Platform technology and participated in a platform demo to explore platform features and fitness to Augusta's current waste management service's needs. It is AE team assessment that upgrading technology and transitioning from Elemos to the AMCS Platform is a suitable cost effective option to manage waste collection services at levels such as citizen requests to route pickup compliance. Through the AMCS Platform, Environmental Services can expect to generate operational benefits, increased residential satisfaction and enhanced IT security.

Financial Impact: Yearly fee will be funded through Environmental Service annual operational funds. Funds in amount of $171,670.00 will be available in Environmental Services FY2026 Operational Budget.

Alternatives: Not proposed.

Recommendation: Approve the purchase through a sole source procurement for the AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of $171,670.00 for this service annual usage with 3% annual adjustment. AMCS Platform use initial term will be five (5) years/ AE

Funds are available in the following accounts: **($171,670)** 542044110-5424120 - Environmental Services Annual Operational Funds

REVIEWED AND APPROVED BY: HM/sr

Print Form

Augusta GEORGIA

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

Vendor: AMCS Group, INC **E-Verify Number:** _____

Commodity: AMCS Platform

Estimated annual expenditure for the above commodity or service: $ $171,670.00

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

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

_____ 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 Servic Date: 11/11/25

Department Head Signature: _____ Date: 11/11/25

Approval Authority: Andy Penick Date: 11/27/25

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

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Pennick, Director Procurement

FROM: Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

DATE: Tuesday, November 11, 2025

SUBJECT: Augusta Residential Waste Collection Contract Management & Services Delivery - Web Based Technology-AMCS Platform
File Reference: 25-014(A)

Augusta/Environmental Services presently uses Elemos platform primarily for management of residential waste collection services contract. However, technology provider discontinued this platform technical support since over past five (5) years and transition to AMCS platform (cloud based technology). Lack of technical support made Elemos platform outdated to meet Augusta's waste collection management current needs. AMCS Group Inc. is technology provider for both Elemos and AMCS Platform, and serves as a sole sources providing AMCS platform. Augusta new waste collection contract went into effect August 1, 2025 and use of updated plat is essential for continuity of service in cost effective way with better customer service experience, proof of service functionality and service billing accuracy.

By moving to AMCS Platform and with cloud technology advancements, the Augusta citizens will gain a better customer experience with robust proof of service functionality, driver can leverage their Android tablets in the field for better route planning, Environmental Services will gain more flexibility with billing options, have better collaboration between dispatch and driver while taking more control of the processes in house.

Should you require additional information, please do not hesitate to contact me at (706)796-5068

AMCS Platform – Augusta, Georgia

Prepared for:

Augusta, Georgia – Environmental Services Division ("**Customer**")

4330 Deans Bridge Rd.
Blythe, GA 30805
USA

Prepared by:
Connor Craig
connor.craig@amcsgroup.com
Proposal Ref: 04022025/001/CC

AMCS Internal Use Only					
1. SM	2. SE	3. PS	4. C&P	5. CM	6. LC

Confidential Information
Property of AMCS
Distribution Restricted to Authorized Persons

AMCS GROUP INC. ("AMCS")
179 Lincoln Street, Boston, MA 02111

Table of Contents

1. INTRODUCTION 5

1.1. Positive Business Outcomes & System Improved System Capabilities 5
1.2. Why AMCS? 6
1.3. Company Information 8

2. SOLUTION OVERVIEW 8

3. DELIVERY APPROACH 9

3.1. AMCS Implementation Methodology: (AMCS Project Delivery Method – APDM) 9
3.2. Project Scope 11
3.3. Not in Scope 12
3.4. Project Assumptions 12
3.5. Customer Responsibilities 13
3.6. Project Governance 14
3.7. Key Project stakeholders 15
3.8. Change Control Process 15

4. PRICING 16

4.1. Subscription Fees 16
4.2. Implementation Fee Estimate 17
4.3. Standard Professional Services Rates 18
4.4. Incremental Pricing 18

5. KEY TERMS 19

6. ACCEPTANCE 20

7. APPENDIX A: AMCS BUSINESS PROCESS QUESTIONNAIRE 21

7.1. Introduction 21
7.1.1. Purpose of Document 21
7.2. Organisational Structure 21
7.2.1. Companies & Depots 21
7.3. System Architecture 23
7.3.1. Existing Systems 23
7.3.2. Required Integrations 23
7.4. Operations 23
7.4.1. Transport 23
7.4.2. Containers 24
7.4.3. Scale 24
7.5. Lines of Business 26
7.5.1. Summary 26
7.5.2. Materials 26
7.6. Pricing 27
7.6.1. Pricing Overview 27
7.6.2. Pricing Structures 27
7.7. Finance 27

7.7.1. Invoicing *28*
7.7.2. Payments *28*
7.7.3. Credit Control *29*
7.7.4. Accounting / General Ledger *30*
7.8. CUSTOMERS & SUPPLIERS 31
7.8.1. Customer Management *31*
7.8.2. Supplier Management *32*
7.8.3. Costs *32*
7.9. DOCUMENT OUTPUTS 34
7.9.1. Financial Documents *34*
7.9.2. Service / Operational Documents *34*
7.9.3. Special Reporting *34*
8. APPENDIX B: AMCS NORTH AMERICAN EXTENSIBILITY AMCS PROPOSAL 35
9. OVERVIEW 35
10. PROJECT DIAGRAMS/ILLUSTRATIONS 36
10.1. HIGH LEVEL MODEL: PLATFORM WEBUI (INBOUND) 36
10.2. HIGH LEVEL MODEL: PLATFORM WEBUI (OUTBOUND) 37
11. NOAM EXTENSIBILITY PROCESS 37
11.1. CUSTOMER ENGAGEMENT 37
11.2. HIGH-LEVEL DEVELOPMENT 38
12. ADDITIONAL INFORMATION 39
12.1. VERSION 39
12.2. TERMINOLOGY 39

October 29, 2024

Becky Padgett
535 Telfair Street
Augusta, GA 30901

Proposal Reference: Proposal Ref: 04022025/001/CC

Dear Becky,

On behalf of AMCS, I would first like to thank the City of Augusta for consideration of our company and solutions for your systems replacement project. We believe that our industry specific software and employees bring a value to your organization that no other company can match, and we hope that you feel the same way.

At the heart of this proposal is the capacity to grow into the future. With a modernized cloud infrastructure as well as cutting-edge capabilities, the City of Augusta can expect improved system performance, security and reliability, better management visibility and reporting, and improved customer service. Our goal is to partner with the City of Augusta to utilize the power of technology to meet your goals, serve your residents, and protect the environment.

By moving to AMCS Platform and with cloud technology advancements, the City of Augusta citizens will gain a better customer experience with better visibility via a customer portals that will encompass robust proof of service functionality, driver can leverage their Android tablets in the field for better route planning, you will gain more flexibility with your billing options, have better collaboration between dispatch and driver while taking more control of the processes in house. Advanced security will prevent future cyber-attacks and system downtown with less burden on personnel with down time and data breach risks. More capability improvements and positive business outcomes are outlined in section 1.1 of this proposal.

Again, thank you for providing us the opportunity to demonstrate our capabilities and present this quote. If you have any questions, feel free to contact me anytime.

Yours sincerely,

Connor Craig

Connor Craig
Enterprise Account Executive
Connor.Craig@amcsgroup.com

1. Introduction

AMCS Group met with the City of Augusta to discuss the benefits that would be derived from moving to the AMCS Platform. One of the outputs from the workshop was that AMCS would come back with indicative license costs of the software and the estimated cost of implementing the solution. The proposal ("**Proposal**") commences in Section 3.2 (Project Scope) below, and contains a description of the estimated solution(s), scope, activities, pricing, and related matters, concerning the project to be undertaken ("**Project**").

1.1. Positive Business Outcomes & System Improved System Capabilities

Through the AMCS Platform, The City of Augusta can expect to generate operational benefits, increased residential satisfaction and enhanced IT security.

City of Augusta can mitigate security risks that would compromise customer data and breaches while improving customer experience via a customer portal and improve driver communication with dispatch with better visibility into the routing, collection, and billing process.

Augusta will see the following benefits:

1) **Mitigate Security & Data Breach Risks with improved customer service.**
   - Latest technology improves speed and security.
   - Proof of Service verification with pictures and timestamps.
   - Callout miss list with service verification.
   - Robust POS (Proof of Service)
   - Option for specific notification or automatically notify customers when selected services have been completed.
   - Create, print, and save notices (pdf) to account documents.
   - Provide notification to owner/resident for collection, service, and ordinance issues.
   - Trucks will use Platform routes to provide services to customers.

2) **Improved visibility and operations with Dispatch and Driver Communication**

   - Service Issue exemption reporting.
   - Pictures taken and recorded from trucks.
   - List per route with service verification and completion map.
   - List per vehicle with service verification and completion map.
   - Full digital and paperless dispatch for faster service and real time route adjustment
   - Seamless digital route distribution
   - Tablet uploads start and stop time.
   - Take pictures on tablet.
   - Tablet uploads attached pictures to back office & customer portal.
   - Tablet uploads completed jobs in real time.
   - Seamless scalability

3) **Better Visibility in the Routing, Collection & Billing process**
   - Trucks will use Android Tablets with improved visibility and communication with dispatch
   - Platform daily routes will download to Android tablets.
   - Service verification, collection issues, route status/completion will upload from tablet into Platform
   - We enable rapid adaptability to ever-changing business needs
   - Improves customer services and organizational optics for better visibility of route status in real time

   We offer our customers a single view of their business - customer, operations and financials.
- Reduced missed collections for drivers with an improved customer experience.

Customer Billing
- Flexible billing cycles
- Billing Cycle Option: August 1st thru July 31st
- Solid waste billing file provided to TCO each August.
- Service change billing adjustments to TCO will longer be needed during Sept, Oct, Nov, or Dec.
- Accurate site and service charges accrued.

1.2. Why AMCS?

In choosing AMCS, the City of Augusta is selecting a financially stable, low-risk provider who will safeguard and future-proof your product investment. We believe that we are uniquely positioned to help the City achieve the desired business outcomes for the following reasons:

Leading Global Solution Provider in the Waste and Recycling Space
- We are an independent dedicated global provider serving the Waste and Recycling & Utilities industries with significant domain expertise across commercial, recycling, municipal, scrap-metal, specialist waste and advanced routing.
- We are a global company with 1,350+ staff in 19 offices, serving 3,500 customers in 23 countries with over 500,000 vehicles under management.
- We are financially stable with revenues in excess of €86M per annum with 25% year-on-year growth backed by Tier 1 private equity investors.
- We have dedicated regional delivery teams based in NA, EMEA and ANZ backed by operational centres of excellence (Product Development, DevOps and Integrations).

End to End Solution
- Our platform is architected for flexible and modular deployment.
- We can integrate with third-party solutions seamlessly.

Industry-Specific, Process-Driven Platform
- The AMCS Platform is built exclusively on best-practice industry processes, these processes are designed to:
  - simplify and automate workflows
  - be configurable to support existing and future business needs
  - standardise and improve data quality
- We have dedicated proven processes for all relevant lines of business across the Waste and recycling industry. These include recycling, commercial & industrial, construction & demolition, municipal, and specialised waste.

- We work with customers to transform their business by understanding their current state and agree on th desired outcomes. We mutually outline the necessary steps and capabilities in order to map these to our industry-specific optimised processes.

Built for Innovation

- We have a significant investment in R&D; 230+ development staff focused on building and maintaining the AMCS Platform.
- The AMCS platform has a dedicated roadmap for the waste and recycling industry built on state-of-the-art tools and processes for software development.
- Cloud technology and IoT engine enable our customers to consume innovations faster.
- Standard APIs are available to simplify 3rd party integrations.
- Pre-built widgets enable customers to own their end-customer journeys on platforms such as Salesforce.

Flexible, Comprehensive Pricing and Contract Management

- We have a comprehensive set of pricing features with support for all lines of business.
    - Multiple pricing basis for collections and at the weighbridge - PBW, PBL, PAYT, zones, multi-currency
    - Discounting and promotions, price breaks (split, banded, deferred quantity billing) and price modifiers
    - Support for charges and rebates on a single contract
    - Effective date for prices
    - Commodity and price masking
    - Advanced billing with retrospective pricing
- We offer efficient ways to maintain pricing
    - Index-based pricing linked to various drivers e.g. market rate or other user-defined factors.
    - Price increase functionality
    - Scheduled price increases
    - Improve efficiency in contract management e.g. price books, templates
- We support a hierarchical contract model
    - Supports business unit /customer/ site - based contracts
    - Min/max charges, min bill.

Real-time intelligent Dispatch & Route Planning Management

- We are Integrated with mobile devices for real-time driver communications
- We have a range of offerings in our optimisation suite to suit the size & complexity of the operation starting from Sequence Optimisation in our standard Smart Dispatch offering through to powerful strategic, tactical and operational planning tools for both static & dynamic optimisation

Commitment to Customer Success through Partnership

- At AMCS we have a Customer Success Programme dedicated to ensuring our customers maximise the value of the AMCS Platform to provide positive business outcomes.
- Our customer success team has regular customer reviews to monitor KPI's and provide access to our roadmap as well as identifying the need for training and improvements.

Full, Scalable 100% SaaS Offering

- Secure Enterprise-grade cloud architecture.
- Real-time scalable.
- Built-in business continuity.
- Data geo-replication.
- Point-in-time restore to any time in the last 30 days.

- High availability.
- Guaranteed RPO (recovery point objective) and RTO (recovery time objective).
- Real-time performance monitoring.
- Pluggable architecture (IoT, API).

1.3. Company Information

AMCS is the leading supplier of integrated software and vehicle technology for the waste, recycling and material resources, and transportation industries. Our enterprise software, a Software as a Service (SaaS) solution, delivers digital innovation to the emerging circular economy around the world.

AMCS is headquartered in Limerick, Ireland with offices in North America, Europe, and Australia employing over 1,350 people across 12 countries. AMCS helps over 3,500 customers to reduce their operating costs, increase asset utilization, optimize margins, and improve customer service. AMCS has a blue-chip customer base in 23 countries, which includes the world's leading companies in Commercial & Industrial, Municipal and Residential waste, Construction & Demolition, Metal Recycling, Paper and Plastics trading, MRFs/Landfill, Brokerage and Hazardous Waste, Trucking and Intermodal Logistics, Utilities/Telecom/Infrastructure, Food & Beverage, and People Transport businesses as well as Government entities.

Our beliefs and values:



Customer: We believe that our customers, both internal and external deserve our respect as they are the heart of our business. We focus on forming a partnership with our customers and dedicate ourselves to their success.

Community: We believe in contributing to our communities and in protecting the environment to create a sustainable future for the next generation. We get involved and have fun supporting our local communities. We demonstrate Community and Social Responsibility at every opportunity.

Integrity: We believe in doing the right thing for our customers, our colleagues, our investors and ourselves. We are professional, open and honest in everything we do. We take responsibility for our actions.

Process: We believe in engineering innovative processes that add value to every aspect of our business. We are process driven, systematic, and analytic in our approach. We learn from mistakes and continuously improve.

At AMCS we are driven by the results we deliver and are passionately committed to our Customer's success 'for life'. We consider ourselves 'digital warriors', driving practical circular economy innovations for a sustainable planet. We are AMCS. "Digital ways to a cleaner world".

2. Solution Overview

This section details at a high level the proposed solution for the City of Augusta.

The solution consists of the following elements.

- AMCS Enterprise Management
- AMCS Customer Portal
- AMCS Smart Dispatch & Mobile
- AMCS Platform Academy
- AMCS APIs and Integration Toolkit

3. Delivery Approach

AMCS has a dedicated delivery team to provide effective business consultancy, best-practice implementation leadership, project management, training and support. The AMCS delivery offer a dedicated service for our customers in all relevant markets and beyond.

Our Professional Services team is dedicated to working closely with customers to understand the customer's needs and expectations as well as ensuring the customer continues to gain maximum results after the project handover to production. AMCS follows a proven project delivery structure and proven methodology to ensure successful execution and handover of every project for our customers.

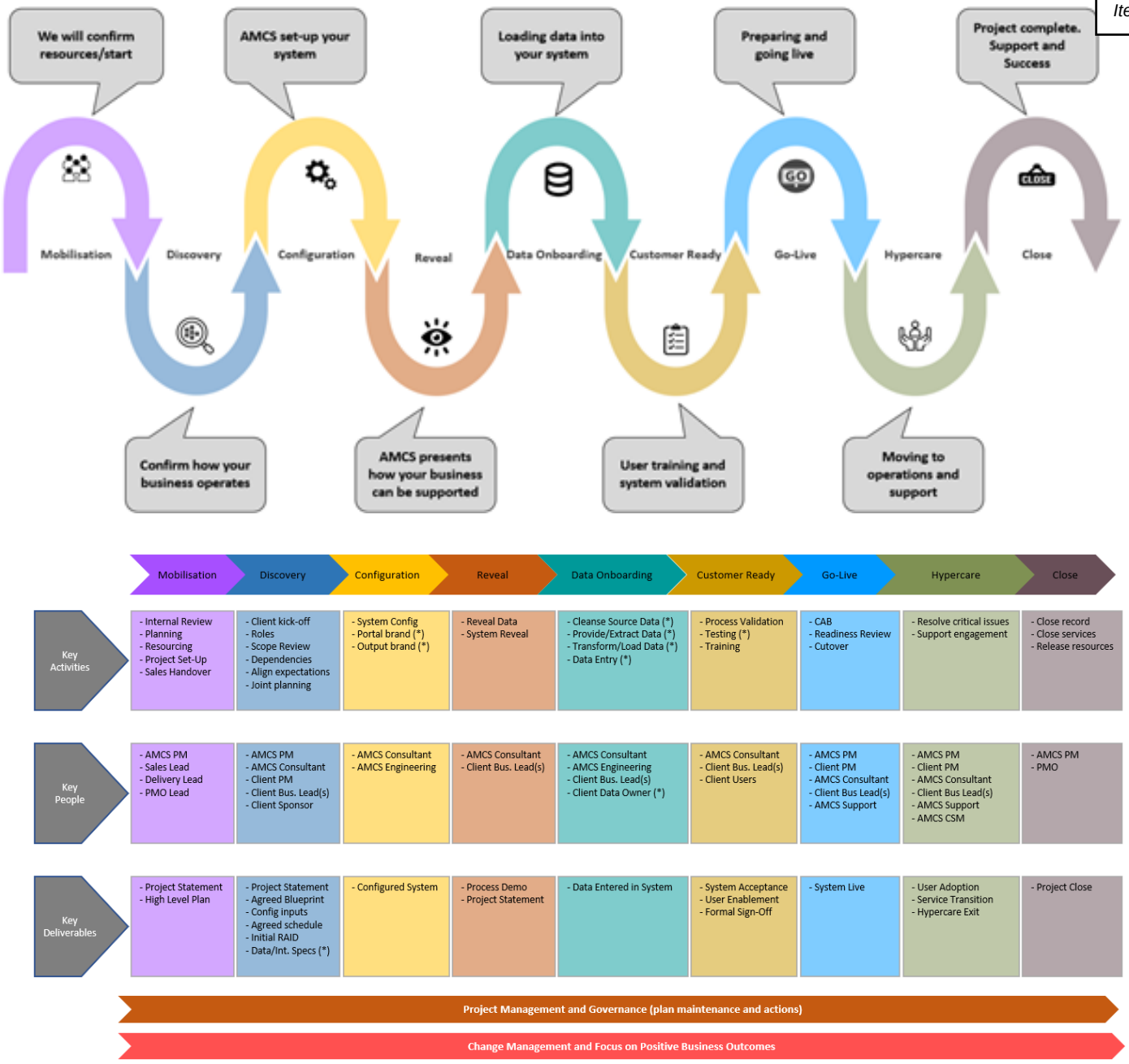
AMCS defines a successful project delivery based on the fulfilment of the following factors:

- Scope Management: Ensure the project meets the customer requirements and expectations.
- Cost management: Alignment of established budgets, based on actual estimates for related work, with scope and quality requirements of the customer.
- Scheduling Management: Defining the processes and establishing a timeline for delivering the project.
- Quality Control: Matching expectations about quality levels with budget and scope.

3.1. AMCS Implementation Methodology: (AMCS Project Delivery Method – APDM)

The AMCS project delivery methodology is informed by best practice (PMBOK, PRINCE 2, APM, MSP). It has evolved to balance appropriately the need to be both pragmatically delivery focussed and leveraging the quality benefits of industry best practices.

ADPM can leverage both Agile and Waterfall approaches optimised to accelerate the route to business results and value realisation.



AMCS project delivery methodology

AMCS project delivery methodology project phases can most concisely be described as follows:

Mobilization is an AMCS internal exercise for our Sales and Delivery teams to appraise the scope, approach, schedule, risks and PBOs prior to the formal project kick off

Discovery is an activity where AMCS confirms the customer runs their business (e.g., what LoBs they operate, how they price and invoice). This will be led by the AMCS consultant on the project. The output of the discovery phase is captured within the Discovery Questionnaire, which can then be used as a reference to configure the system appropriately.

Configuration uses the outputs from discovery, the preconfigured solution will be augmented with customer specific configuration. Alongside the core system configuration, the Services Engineering Team (SET) will make available the relevant customer configuration/branding to support any printed outputs and portal deliverables.

Reveal is a critical milestone in the project, as it is used to verify, directly with the customer, that the agreed workflows within scope are supported.

Data Onboarding will extract, transform/map and load the agreed data artefacts from the customer's existing system into AMCS platform. The roles and strategy for data may differ depending on the customer capacity, data volumes, source systems and lines of business.

Customer Ready is the confirmation from a system and user perspective that a customer is ready to go live. this includes system testing and verification, using the same workflows presented in the reveal stage, along with any training and enablement of users.

Go-Live is the activities leading up and including the cutover event. This will include testing sign-off, change approval and readiness/runbook reviews targeting at achieving the agreed go live date.

Hypercare is a set of activities that result in the customer transitioning from project mode and into support, with the delivery team working with the support team to effect this.

Close follows the agreed Hypercare exit and formally closes the project with the customer.

Quality Stage Gates are key elements at the end of each project phase and are in place to ensure end of phase quality acceptance criteria have been met and to agree progression of the project to the next phase.

3.2. Project Scope

AMCS will work with the City of Augusta to deliver the agreed scope of work in this section. Scoping meetings were held with City of Augusta, as described below and reflect the requirements provided in Appendices A and B, of this document. During the Discovery phase if it is determined by the AMCS Professional Services team that the scope has expanded or is modified based on client requirements differing from what is listed in Appendix A then a scope change will be raised to address the change in scope using the Change Control process in Section 3.8 of this document. Depending upon the type of change, either reduction or increase in scope, this may result in a change in estimated cost for the project.

The high-level project scope includes the following:

- Infrastructure hosted in the Microsoft Azure platform.
- Data Migration from 1 database source with three data loads including the following:
    - Initial data load
    - Secondary data load before UAT
    - Live Load/Cutover before Go Live
- AMCS Standard configuration for the following business lines:
    - Municipal Curbside Collections

For clarification on the activities supported for each of these lines of business, please go following link for a full definition: https://www.amcsgroup.com/media/tugpxwlf/220811_line-of-business-definition.pdf

- Training using a Train the Trainer approach
- GIS Integrations: To and from On-Premise Source tables work performed by the North American Extensibility team. Please refer to Appendix B in this document for further details.

3.3. Not in Scope

The following shall be considered out of scope of the Project and the Services in general:

- Custom changes to AMCS software
- Modification of standard product reports, workflows, on-line screens or standard documentation, except if expressly specified otherwise herein.
- Cleansing of the City of Augusta's data by AMCS project team
- AMCS development of integrations or customer reporting (see 3.4)
- Installation or configuration of any third-party product
- Anything not included in the Scope section above or in either Appendix A or B in this document, will be validated during the Discovery phase of the project.

3.4. Project Assumptions

The assumptions for this project are listed below.

- City of Augusta is a single company.
- City of Augusta will leverage the standard AMCS product workflows, printed outputs, templates and reports. The catalogue of standard reports to meet Customer's business needs is available to download here: https://www.amcsgroup.com/media/vjujocc3/220630_standard-report-catalogue.pdf. A more detailed catalogue can be made available upon request. During the Definition stage, any custom reports required will be identified and managed through the Change Control process.
  - Included in the Estimate is 40 hours for Report evaluation and mapping, should further effort be required to determine any custom reports and associated design, a Change will be required.
  - AMCS anticipates ~10 reports will require custom work, at an average of ~10 hours per report, which will be managed through the Change Control process and are not reflected in the hours estimate in Section 4.2 of this document.
- City of Augusta will accept and adopt the AMCS best practice business process recommendations and strive to adopt the default AMCS configurations.
- Modifications to best practices will only occur in cases of government or regulatory compliance issues.
- Data hygiene is the responsibility of the City of Augusta project team resources.
- Clean data will be provided by client for the initial test of the data load, test load during UAT, and the go live/cutover data load.
- City of Augusta will develop and support any required integrations using AMCS API's, including ARC GIS.
  - AMCS has included 30 hours of API guidance in the estimate, should any additional guidance or AMCS development be required, this effort will be managed through the Change Control process.
- Single Go Live event (no phased rollout). If additional time is required, then a Change Request will be raised according to Section 3.8 Change Control Process in this document.
- Hypercare will be no more than 4 Weeks. If additional Hypercare is required, this will be managed through the Change Control process outlined in Section 3.8 of this document.

- Training will be based on a 'Train the Trainer' model, where City of Augusta will be responsible for trainin End Users. This is done remotely by the AMCS project team.
- Professional Services hours are charged based on working directly with the client and for the client, which includes internal meetings, internal consultations, etc. on client's behalf.
- All information requested by the Professional Services team regarding requirements, clarifications, and any other information required to move the project forward will be delivered on time by the client. Failure to do so may impact the project timeline and go live date, as well as incur cost for the time scheduled for planned resources and scheduled work.
- The following assumptions are specific to the GIS Integrations: To and from On-Premise Source Tables that will be provided by the AMCS North American Extensibility team:
    - The estimate provided by the AMCS Extensibility team represents the Rough Order of Magnitude (ROM) and final estimates may vary depending on results and any change in requirements.
    - If special equipment is required to complete the project, it is the client's responsibility to provide those items delivery will be defined in North America Extensibility team's functional document (either an FRD or CER) based on expectations outlined in the signed agreement any requirement changes to this project may result in additional costs. If this occurs additional cost may be required.
    - Ongoing maintenance and support for the end product are not in scope. If City of Augusta requires maintenance and ongoing support an estimate can be provided upon request for the annual amount.

3.5. Customer Responsibilities

The success of the Project is dependent upon Customer taking the following actions:

- Designate a Project Manager throughout the lifetime of the Project. An alternative Project Manager should also be provided if the designated Project Manager is unavailable.
- Provide project resources as determined during the Plan phase of the project. For example, the following resources may be required:
    - Project Manager
    - Business Lead
    - Test Lead
    - Change Management Lead
    - Training Lead
    - Technical Lead

  Please note that some of the roles may be held by the same project resource or may not be applicable to the project, depending upon the size and complexity of the project and client resources.
- Provide timely data evaluation to avoid project testing delays.
- Provide timely review and sign-off of deliverables documents.
- Responsible for cleansing and validating data in the AMCS provided format
- Responsible for providing and documenting the key test scenario's applicable to the business needs, ensuring these provide comprehensive coverage for UAT.
- Assumes responsibility for performing UAT as per the key test scenarios.
- Attend and consult in design, planning and other agreed workshops.
- Perform all customer tasks/decisions in line with the agreed project schedule.
- Provide appropriate access to existing systems, environments and facilities to AMCS personnel as required.
- Responsible for managing third party suppliers.

3.6. Project Governance

A consistent and continuous set of governance activities is highly recommended involving both parties and we suggest it is based on the standard AMCS model below. This will be reviewed and agreed during the Initiate phase. Formal checkpoints will take place at the end of each stage, and these will include amongst many other items, a review of scope, resources, costs, and approach.

Name	Responsibility	Role	Frequency
Steering Committee	• Provides corporate commitment on behalf of the business • Ensures alignment and mutual understanding at a corporate level • Reviews and resolves escalated issues • Project oversight function that glues together all key stakeholders • Takes decisions on project direction	• Client Project Manager • Client Project Sponsor • Client Executive Management • AMCS Project Manager • AMCS Delivery Head • AMCS Executive Management	**Monthly or Bi-Monthly**
Project Team Management	• Addresses day-to-day issues, manages risk, reports progress and obstacles • Manages to an agreed plan, scope and budget • Seek resolution plan for identified obstacles	• Client Project Manager • Client Workstream Leads • AMCS Project Manager • AMCS Workstream Leads	**Weekly**

Project delivery will be supplemented with ad hoc calls as needed throughout the project and as warranted.

Risk and issue management will be proactively managed at all levels within the overall governance structure. Project governance level tolerances will be agreed, and escalation paths clearly established to ensure communication of escalated risks and associated mitigations are put in place. A RAID (Risks, Action, Issue, Decision) log will be established during the Plan phase and will be maintained to monitor and control project risks and issues.

3.7. Key Project stakeholders

This project is a transformational project for City of Augusta and as such, the project success will be significantly dependent on the organization structure of City of Augusta to support the roll out. The following roles are key to the success of the project.

- Project Sponsor: Member of the City of Augusta senior management team responsible for the vision of the project and participation on the Steering committee.
- Project Manager: Internal Project Manager for City of Augusta
- Business Decision Maker(s): Representative from each line of business who can make strategy and configuration decisions.
- Central Rollout Teams:
    - Customer Contracts Team
    - Transport Team
    - Weighbridge Team
    - System Admins
    - Finance Team
    - Data Team
    - Infrastructure/IT Team

3.8. Change Control Process

The Change Control Process is the mechanism used to initiate, record, assess, approve and resolve Project changes. Project changes are needed when it is deemed necessary to change the requirements, scope, time or cost of one or more previously approved Project deliverables. The process will be agreed to during the initiation of the project.

Changes to the scope of the project will be documented in a written Change Control form which will effective only upon execution by duly authorized representatives of both AMCS and client. Some project changes may necessitate additional client funding for increases in time and cost, while other project changes may impact scope but not necessarily time and cost.

The parties will use the following Change Control Process to identify, communicate and obtain approval from the other Party for any changes outside of the original project scope by the execution of a change request. The change management process is as follows:

- Any changes to the scope of the project will be proposed by one party and will be submitted in writing to the other party. The change control will then be mutually assessed by the parties and, if accepted, a change control will be executed by the parties.

- If a AMCS and Client cannot come to agreement on the need for a change request within two (2) business days of the change request submittal, the change control will have no effect, and the parties will work together to adhere to the terms of the agreement.

The Change Control Process will be utilised any time it is required following the agreement of requirements, Project timeline together with major milestones, scope and associated cost which will be defined during the Plan phase.

4. Pricing

The following section outlines AMCS' commercial approach. There are two pricing elements in this proposal.

- **Subscription Fees**
  These are annual recurring subscription fees for various solution elements**.**

- **Implementation Fees**
  These professional services fees to cover the project implementation. These are estimated on the scope assumed in this proposal. The scope will be finalised during the definition phase of the project and the estimates will be revalidated.

4.1. Subscription Fees

This proposal includes the following Subscription Fees.

No	Item	Qty	Unit of Measure	Price per Unit	Total
1	AMCS Enterprise Management API Integration Customer Portal (Up to 80,000 Households)	80	Households	$1,147	$91,760
2	AMCS Smart Dispatch & Mobile	50	Per Vehicle	$1,330	$66,500
3	AMCS Platform Academy	10	Per User	$141	$1,410
4	AMCS Cross Route Optimization	50	Per Vehicle	$240	$12,000
Total Annual Subscription Fees					**$171,670**

5-year investment summary

Year	Subscription	Estimated Elemos Credit	Pro-rated
Year 1	171,670	15,003	156,667
Year 2	176,820		176,820
Year 3	182,125		182,125
Year 4	187,588		187,588
Year 5	192,216		193,216
Total	**911,419**		**896,416**

- Annual Adjustment - 3%.

Subscription Fees:

1. For each twelve (12) months of the Term, Fees will be first invoiced from the Effective Date of the Agreement (identified in the "Acceptance" section below) and quarterly thereafter prior to each anniversary of the Effective Date.
2. Include access to software upgrades (feature and maintenance releases for the modules purchased hereunder). However, if assistance is required for training, enhanced support of UAT, project management or other assistance, this will be billed as professional services.
3. Are based on and limited to a customer revenue cap of $20M (being revenue processed within the AMCS Platform), additional Subscriptions Fees will be due and owing if this cap is exceeded.

4.2. Implementation Fee Estimate

The Implementation Fee Estimate service costs are based on the Solution Scope as outlined in both Appendix A and B of this document. The hours below reflect a blended rate of $219 per hour.

Appendix Section	Item	Qty	Unit of Measure	Total Effort (Hrs)	Total ($)
A	Project Management	100	Hrs	578	$126,582
A	Blueprint / Design	56	Hrs		
A	Implementation/Configuration	100	Hrs		
A	API Integration Guidance	30	Hrs		
A	Data Loading	120	Hrs		
A	Training	56	Hrs		
A	Testing	56	Hrs		
A	Go Live / Sustainment	60	Hrs		

Appendix Section	Item	Qty	Unit of Measure	Total Effort (Hrs)	Total ($)
B	Extensibility (GIS Integrations)	263	Hrs	263	$57,597
			Total	**841**	**$184,179**

4.3. Standard Professional Services Rates

Additional Professional Services can be purchased at the following rates:

Roles	Hourly Rate (Excluding Taxes)
Project Manager	$225 USD
Solution Architect	$250 USD
Solution Consultant	$215 USD
BI Reporting	$150 USD
Extensibility Business Analyst	$225 USD
Extensibility Solutions Engineer	$250 USD

4.4. Incremental Pricing

Incremental Services can be purchased at the following rates:

No	Item	Unit of Measure	Price per Unit
1	AMCS Enterprise Management + API Integration + Customer Portal (Incremental 10,000 Households)	Households	$11,470
2	AMCS Smart Dispatch & Mobile	Per Vehicle	$1,008
3	AMCS Cross Route Optimization	Per Vehicle	$240
4	AMCS Platform Academy	Per User	$150

5. Key Terms

The terms of this Section may be more fully set forth elsewhere in the Agreement (identified below) but are set forth in this Proposal for clarity. To the extent the terms in this Section conflict with other terms of the Agreement, the conflicting terms herein constitute amendments to and will supersede to the extent of such conflict.

1. The Initial Term shall be five (5) years, renewing annually thereafter in accordance with Section 1 of the AMCS General Terms of Service ("**GToS**").
2. This Proposal and the Fees herein are valid until December 30, 2025, after which it shall automatically and without notice, be rescinded.
3. All amounts will be invoiced and payable in US Dollars.
4. Fees quoted are net of any other applicable taxes, which taxes will be charged at the appropriate rate at date of invoice.
5. Payment terms, net 45 days from date of invoice.
6. Notwithstanding clause 4.4 of the General Terms of Service which shall have no effect, Fees will increase at the rate of 3% per year commencing on the first anniversary of the Effective Date and annually thereafter..
7. For clarity, clause 4.4 of the General Terms of Service shall apply to: (a) the Unit of Measure where the same is a monetary value; and (b) Incremental Pricing from the date Customer first purchases products, as provided above.
8. You are currently using the Existing Software (as defined below) on-premise. During your transition from the Existing Software to AMCS Platform, as outlined under this Proposal, we permit you to continue to use the Existing Software, in tandem with AMCS Platform, for a period of 12 months from Customer 'go-live' on the AMCS Platform ("**Transition Period**"). Commencing on the Effective Date fees for the Existing Software shall cease to be payable. Access to support for the Existing Software shall terminate on the expiration of the Transition Period. During the Transition Period your use of the Existing Software shall continue the terms of the agreement under which the Existing Software was purchased. At the expiration of the Transition Period your right to use the Existing Software shall automatically terminate and you shall promptly destroy or return to AMCS (at AMCS' sole discretion) the Existing Software. Where used in this section, "**Existing Software**" means: ELEMOS.

6. Acceptance

To secure the AMCS solution for City of Augusta Environmental Services Division, and accept the terms of this Proposal, please take the following steps to initiate your order and schedule your Project:

- review this document in its entirety, including Appendix A attached, the Agreement and all Schedules.
- complete the Effective Date below, which should be the date of Customer's signature.
- sign this proposal in the signature block below and print the signatory's name underneath.

Where used herein "**Agreement**" means this Proposal and AMCS General Terms of Service ("**GToS**") attached hereto as "**EXHIBIT A**" and incorporated herein by this reference.

Dated and effective on the 1st day of September, 2025 ("**Effective Date**").

The Subscription Commencement Date is the 1st day of September, 2025 ("**Subscription Commencement Date**").

By signing this Proposal Customer is deemed to have fully reviewed and accepted this Proposal and the Agreement, which terms shall be binding on Customer.

Read and agreed by the parties through their authorized representatives signing below:

AMCS GROUP INC., a Pennsylvania corporation	**AUGUSTA, GEORGIA** Environmental Services Division
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

7. Appendix A: AMCS Business Process Questionnaire

7.1. Introduction

7.1.1. Purpose of Document

The Business Process Questionnaire (BPQ) will be utilized to analyse and review existing business processes currently in place prior to starting the setup and configuration of the new system. Completion of this questionnaire is required to identify any business processes that may need to be changed and/or modified during the implementation, as well identifying any functionality gaps that will need to be discussed.

Note:

- The information collected below from several discussions with City of Augusta form the basis for the implementation estimate. Accuracy of AMCS' estimate is subject to the quality of the information provided below. This estimate is subject to change, as scope will be validated in the definition stage of the project
- The information provided by City of Augusta in this AMCS Business Process Questionnaire does not create an obligation to provide a solution that addresses all the information collected

7.2. Organisational Structure

7.2.1. Companies & Depots

What companies / legal entities are implementing Platform as part of this project?		
Augusta, GA	Waste Management, Inc.	Coastal Waste & Recycling, Inc.
A1 Sanitation	Metropolitan Waste	Otto Environmental Systems
Coleman Sanitation	Pond Maintenance of Augusta	

What depots or facilities are to be included in the scope of the project?		
Name	**Company**	**Facility Type**
4330 Deans Bridge Rd. Blythe, GA	Augusta, GA	Landfill

Is there any restriction required on data access for users of the various companies and/or depots between these entities?

Yes, some should only have access to customers within their contracted service area zone. Others would have access to certain sectors within Platform.

Is there any requirement for inter/intracompany billing between various companies / legal entities/departments within the organisation implementing Platform?

Not at this time.

Is there any requirement for different branding of items such as Customer Portal or Invoices for the various companies / legal entities/departments within the organisation?

No.

7.3. System Architecture

7.3.1. Existing Systems

What are the existing software systems in use by the organization for their operations? As the existing architecture can contain multiple solutions, consider the following areas:

- **Customer Relationship Management**
- **Transport & Logistics**
- **Mobile Devices**
- **Weighbridge Solutions**
- **Material Management**
- **Invoicing / Accounting / General Ledger**
- **Reporting / Analytics**
- **Web Portal**

Please include any existing Solution Architecture diagrams, if available

Company	Systems	
Elemos	Commercial Operations:	y
	Residential Operations:	y
	Accounting:	y
Insight Landfill Scalehouse	Commercial Operations:	y
	Residential Operations:	y
	Accounting:	y
Routeware App Service Reminder	Commercial Operations:	
	Residential Operations:	y
	Accounting:	

Citiworks – other county work order management
Motorola – 311 call center

7.3.2. Required Integrations

Use this section to detail any existing or potential integrations with third-party systems that you feel are relevant to an AMCS Platform implementation:

Integration 1 Augusta, GIS
Integration 2

For each integration identified above, please provide more detail using the template below

7.4. Operations

7.4.1. Transport

How many vehicles/trucks do you have by type? (i.e., X front load, X side load, X roll off, etc.)

Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.				
Vehicle Type	**Qty**	**Is AMCS Mobile Required?**	**Weighing / ID / Vtech Integration**	**Do you use Stored Tare Weights?**
Sideload	**30**	**y**	**n**	**y**
Rearload	**10**	**y**	**n**	**y**
Frontload	**4**	**y**	**n**	**y**
Rolloff	**1**	**y**	**n**	**y**
Pickup	**10**	**y**	**n**	**n**

Please detail any 'add on' software systems or devices in use for your vehicles, including the software/device name and purpose. (e.g., front load scales, camera systems, safety systems, etc.)
n/a

7.4.2. Containers

How many containers do you have by type? (i.e., X front load, X side load, X roll off, etc.) Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.		
Container Type	**Qty**	**Individually Tracked? – Barcode? RFID? Serial Number?**
Sideload	**110,000**	**Serial Number**
Rolloff	**36**	**Serial Number**

7.4.3. Scale

# of Scales	**2**
# of Scale Houses	1
Type of Locations	☐ MRF ☐ Transfer Station ☒Landfill
Unattended Scale?	no
Scale Devices *(include manufacturer/device type)*	Cameras - Yes ☒ No ☐ Interfaced? Yes ☐ No ☒ Gates - Yes ☒ No ☐ Interfaced? Yes ☐ No ☒ Lights - Yes ☒ No ☐ Interfaced? Yes ☐ No ☒ Signature Pads - Yes ☒ No ☐ Interfaced? Yes ☒ No ☐ License Capture - Yes ☐ No ☒ Interfaced? Yes ☐ No ☐
Accept Cash or Credit Card	Yes ☒ No ☐

Accept Coupons	Yes ☐ No ☒
Accept Special/Haz Waste	Yes ☒ No ☐
Use profiles	Yes ☒ No ☐
Approx. tickets per day	350 to 400
Do you split materials on a single transaction?	Yes ☒ No ☐ If yes, do you split by: Percentage ☐ Weight ☒
Do you split origins on a single transaction	Yes ☐ No ☒ If yes, do you split by: Percentage ☐ Weight ☐
Do you split weigh loads on a single scale?	Yes ☐ No ☒ If yes, do you split by: Percentage ☐ Weight ☐
Do you have daily threshold limits?	Yes ☐ No ☒

7.5. Lines of Business

7.5.1. Summary

Using the below table, outline what lines of business you currently provide and how many active customers (approximately) you service for each AMCS definitions of supported lines of business are available at the following link: https://www.amcsgroup.com/media/inydlou2/220830_line-of-business-definition-emea.pdf	
Service / Line of Business	**# Customers**
Roll-off Collections	20
Commercial Collections	150
Municipal Collections	68,000
Residential Subscription Collections	
Inbound Scale	
Inbound Scale - Scrap Metal	
Inbound Scale - Recycling	
Landfill	110
Bulk Recyclable Collections	
Material Sales	
Material Brokerage	
Sludge / Liquid Waste Collections	
Other	

7.5.2. Materials

Please provide a list of materials you currently offer services or disposal for?
MSW Yard Waste Bulky Waste Recycling C&D Asbestos

Do you handle any special waste (i.e. hazardous waste that requires special documentation – e.g., manifest, consignment note or local equivalent)? If yes, please provide a list of materials and any special reporting and/or obligatory accompanying documentation requirements. Samples of current reporting requirements should also be attached
Yes, manifest

7.6. Pricing

7.6.1. Pricing Overview

Do you have specific service areas/zonal pricing? If yes, please provide listing of service areas.
no

Do you offer negotiated, customer-specific rates, or are all customers charged based on standard "list" prices? Please detail.
Residential, commercial, & rolloff collection service customers are charged by size and quantity of container and frequency of service. Landfill customers are charged by type and weight of waste.

Do any of the following scenarios apply to your pricing? • Do you charge fuel and/or environmental surcharges? • Do you offer discounts? • Overdue Invoice Fees
Environmental charges are included in landfill gate rate. **Rates are structured the more you bring, the less you pay.** **No overdue charges.**

7.6.2. Pricing Structures

Please use this space to summarise existing pricing structures across the lines of business:
TBD during project implementation

7.7. Finance

7.7.1. Invoicing

Will AMCS Platform be the main invoicing application for your customers?
Yes In conjunction with Tax Commissioner Software Tyler IAS World

Are your customers divided into any groups for invoicing purposes?

No

By line of business, what billing frequencies do you use?
☒ Commercial – monthly ☒ Residential – annual ☒ Municipal – monthly ☒ Other – per event walkups (landfill)

What payment terms do you currently offer on your invoices? (e.g., net 10, net 15 net 30 etc)
Monthly – 30 daysAnnually – 75 days (invoices mailed 1st of Sept; tax payment deadline is Nov 15th)

Which of the following methods are currently used in delivering invoices to customers?		
Method	**In Use**	**Notes**
Print / Post	Choose an item.	yes
Email	Choose an item.	no
Web Portal	Choose an item.	no
E-Invoice	Choose an item.	mp
Other	Choose an item.	

Do you currently use a 3rd party print and mail service for invoices?
Yes, solid waste fees are included on the Annual Property Tax Statement mailed by Tax Commissioner.

7.7.2. Payments

Do you need to record customer payments in a system other than AMCS Platform?
No, customers pay Tax Commissioner.

Detail any methods of manual customer payments taken by your employees.		
Method	**Available?**	**Notes**
Cash	Choose an item.	n/a

Check	Choose an item.	n/a
Credit / Debit Card	Choose an item.	n/a
Other	Choose an item.	

Do outline any methods customers have of making self-service payments.		
Method	**Available?**	**Notes**
Credit Card – Portal / App	Choose an item.	n/a
Credit Card – IVR	Choose an item.	n/a
EFT / Direct Deposit	Choose an item.	n/a

Outline any methods of taking automated customer payments (without customer interaction)		
Method	**Available?**	**Notes**
Credit Card – Auto Pay	Choose an item.	n/a
Credit Card – Auto Top-Up	Choose an item.	n/a
Direct Debit	Choose an item.	n/a
Other	Choose an item.	

Do you charge any minimum payment / failed payment fees on payments?
no

7.7.3. Credit Control

What credit management processes would you like to manage in AMCS Platform? If so, please outline the key aspects of credit control currently in your business.
n/a

7.7.4. Accounting / General Ledger

Is an export of financial journal information to a third-party system required? If yes, please provide the name of the third-party system.
Yes, billing report exporting for annual billing.

Is there is an integration from your current operational software to this accounting system in place? Is this integration file based / API based / other?
no

7.8. Customers & Suppliers

7.8.1. Customer Management

Do you have any special requirements regarding Customer Account Numbers / Codes (e.g., character limits, numeric only, etc)
Customer account numbers are the county map and parcel numbers.

Are there any special customer groupings or categories required, for reporting or other purposes?
no

Are there any special customer structures? E.g., Accounts being invoiced to a separate account.
no

7.8.1.1 Customer Communications

Do you currently email customers documents? If yes, please indicate what kind of information or attachments are currently being sent to the customers?
Yes, we email program information, pictures, forms, and flyers.

Do you currently send texts / SMS notifications to customers? If yes, please indicate what kind of information is currently being?
We utilize the ReCollect app that sends texts, emails, and phone calls as a reminder for service day collections, holidays, issues that delay service, and special events.

7.8.1.2 Customer Self-Service

Are there self-service options available to your customers? If so, via what methods can customers self-serve (e.g., Web Portal, Mobile App, IVR, etc)	
Self Service	**Available Via (Portal, App etc)**
Login, view and update account information, e.g., job history, invoices, collection calendar	Not currently; would like
Log tickets / queries for review by your staff	Not currently; would like
Run dynamic or download static reports	No
Make credit card payments	No
Register authorized vehicles to visit your locations	No
Sign-up for casual services e.g., roll-off	Not currently; would like
Sign-up for residential service	Not currently; would like
Place requests for additional containers on existing orders	Not currently; would like
Place requests for ad hoc servicing of existing orders	Not currently; would like
Other (Please describe)	

7.8.2. Supplier Management

Do you currently do business with any third-party transport providers? Please outline various scenarios when subcontractors are used and any requirements (e.g., special reporting, access to handhelds) where necessary.
Contractor for cart management

Do you dispose material at any third-party facilities? (i.e. transfer stations, landfills, recycling facilities) *Please provide a list of disposal facilities, including address information and materials accepted.*
no

7.8.3. Costs

Do you need to track cost information for work completed by your suppliers? If so please elaborate on the purposes of this, e.g.:
• ***Profitability reporting*** • ***Bill Matching – to check bills received from suppliers against completed work***

• *Self-Billing – generation of self-bills to issue to suppliers*
Profitability reportingBill Matching

Please provide examples (by LOB) of the typical cost structures in place for your suppliers – e.g., per ton, per job, per hour, per mile, etc.
Container collection services paid according to container size, quantity, and frequency of service. Yard waste & Bulky waste collection services paid per job/hour. Lot cutting and clean up services paid per job/hour. Tire collection paid per tire. Recycling vendor pickup paid per ton.

7.9. Document Outputs

7.9.1. Financial Documents

Using the below template, please identify any financial document outputs (e.g., printed or delivered as a PDF via email, portal)		
Document Type	**Required**	**Notes**
Invoice	Choose an item.	
Credit Note	Choose an item.	
Statement	Choose an item.	
Reminder Letter	Choose an item.	
Payment Receipt	Choose an item.	
Self-Bill Invoice (Customer)	Choose an item.	
Self-Bill Invoice (Supplier)	Choose an item.	
Other	Choose an item.	

7.9.2. Service / Operational Documents

Using the below template, please identify any operational document outputs (e.g., printed or delivered as a PDF via email, portal)		
Document Type	**Required**	**Notes**
Job Ticket	Choose an item.	
Route Visit Ticket	Choose an item.	
Scale Ticket	Choose an item.	
Route / Schedule Worksheet	Choose an item.	
Container Label	Choose an item.	
Other (e.g., Welcome Pack)	Choose an item.	

7.9.3. Special Reporting

Using the below template, please identify any legislative or unique reporting requirements		
Report Type	**Required**	**Notes**
Legislative report ABC	Choose an item.	

8. Appendix B: AMCS North American Extensibility AMCS Proposal

North American Extensibility
AMCS Sales Proposal

9. Overview

Project	Client	Project Contact(s)	Status	Date
GIS Integrations: To and from On-Premise Source Tables	City of Augusta (COA)	AMCS. North American Extensibility (NoAm EXT)	Draft	10/31/2024

Justification
For COA to migrate from Platform (on-premise) to Platform WebUI, it's critical to ensure the two (2) existing GIS integrations (currently in their production environment) are re-established in Platform WebUI.

Scope Description
In Scope (High-Level)
• **Establish on-premise time-based solution to trigger integration** • **Platform WebUI (inbound): Site addresses and Parcel data** • **Platform WebUI (outbound): Hauler data** • **Build documentation for the COA to manage on a go-forward basis**

Out of Scope
Any activities that directly engage COA's GIS system
Ongoing support or troubleshooting with any integrations directly to GIS
Only implementing to AMCS Platform
AMCS is not responsible for the environment, hardware, peripherals, or applications owned by COA
Will be finalized once discovery is completed

Project/Business Objectives
Build out integrations between Platform and COA's system – emulating the current solution with AMCS' on-premise solution.
Establish on-premise middleware to trigger both the inbound and outbound integrations to Platform Web UI.

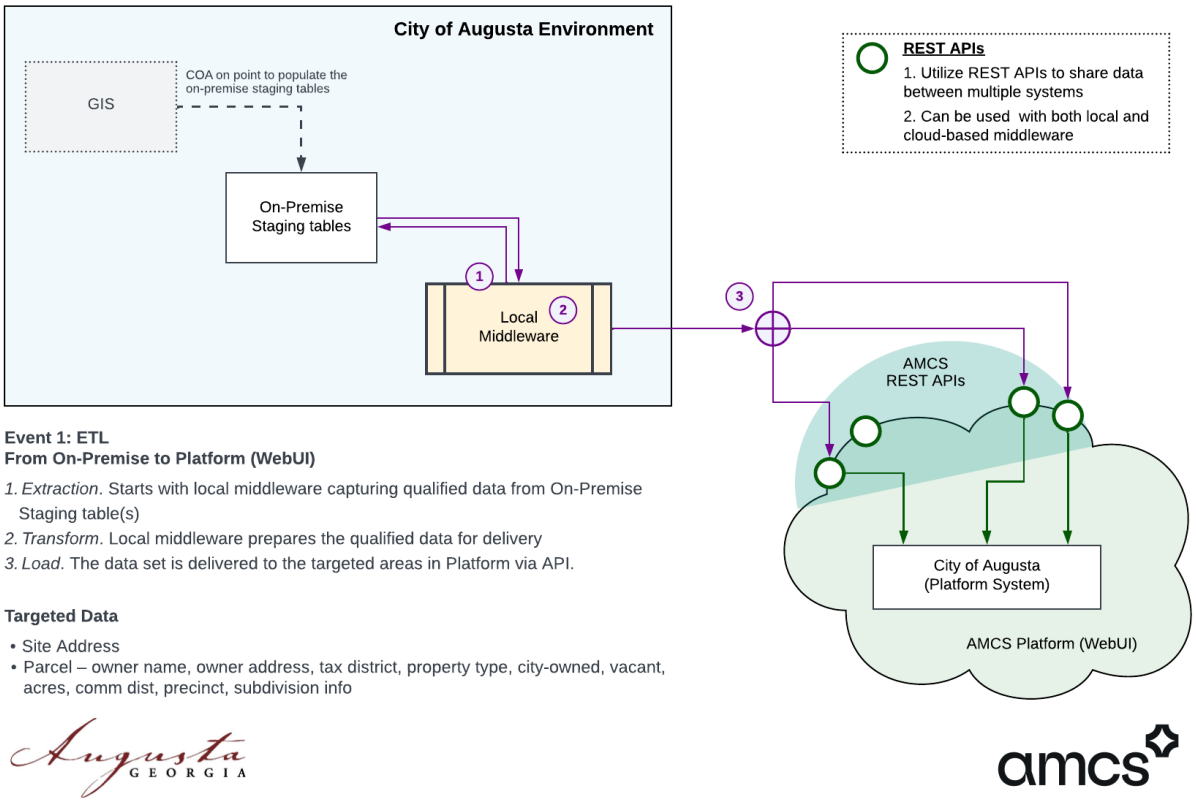
Project Exclusions
See Section: Out of Scope

Constraints
Will be finalized once discovery is completed

Assumptions
COA to provide Subject Matter Experts (SMEs) to support the project as needed
COA will have business processes associated with this project available (address questions/concerns)
The source tables planned for this project will closely emulate the structure of COA's on-premise solution
Engagement will utilize best practices (anticipated to support APIs)
All APIs needed for this project are fully available and include all the details required by the client
No special regulatory considerations required as part of this integration
Work provided by NoAm EXT is considered paid development
Will be finalized once discovery is completed

10. Project Diagrams/Illustrations

10.1. High Level Model: Platform WebUI (inbound)



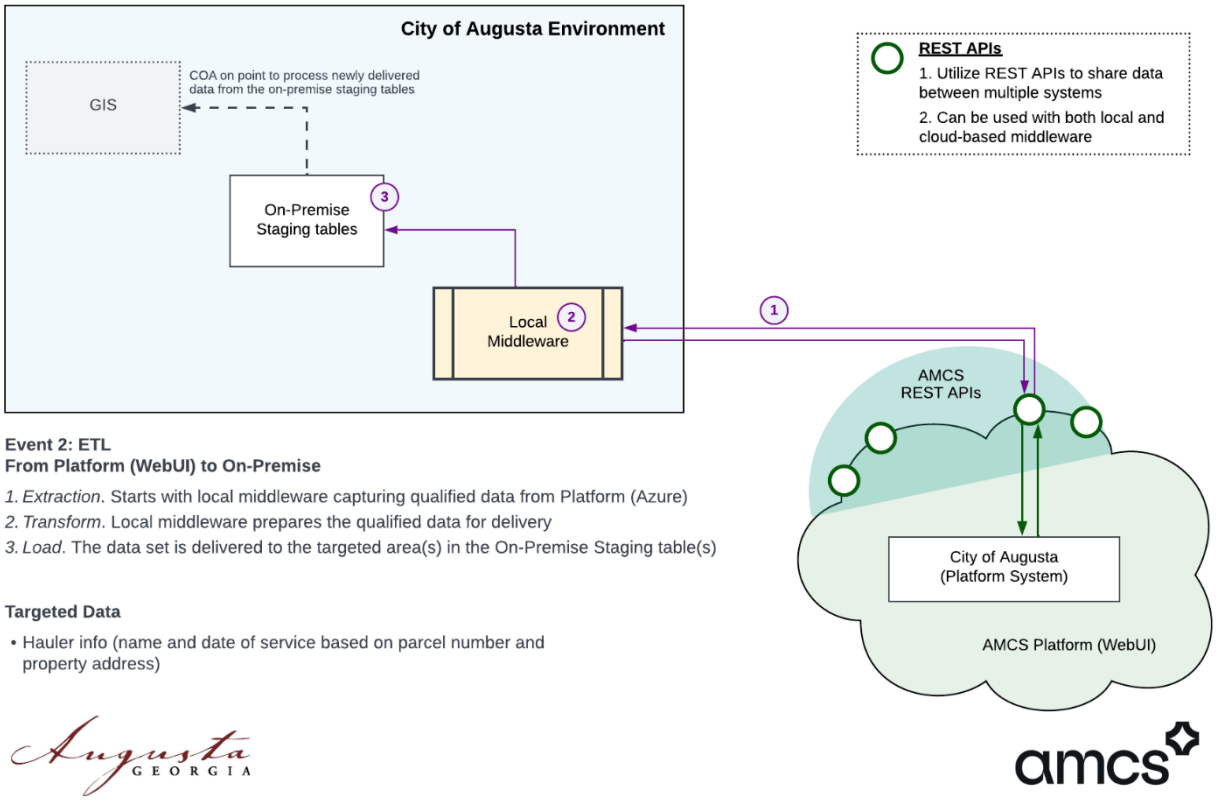
Event 1: ETL
From On-Premise to Platform (WebUI)

1. *Extraction*. Starts with local middleware capturing qualified data from On-Premise Staging table(s)
2. *Transform*. Local middleware prepares the qualified data for delivery
3. *Load*. The data set is delivered to the targeted areas in Platform via API.

Targeted Data

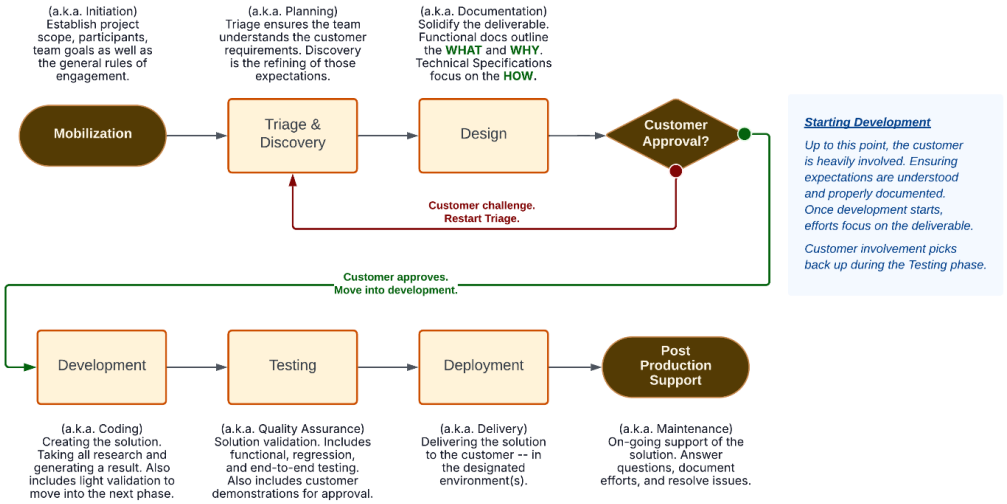
- Site Address
- Parcel – owner name, owner address, tax district, property type, city-owned, vacant, acres, comm dist, precinct, subdivision info

10.2. High Level Model: Platform WebUI (outbound)

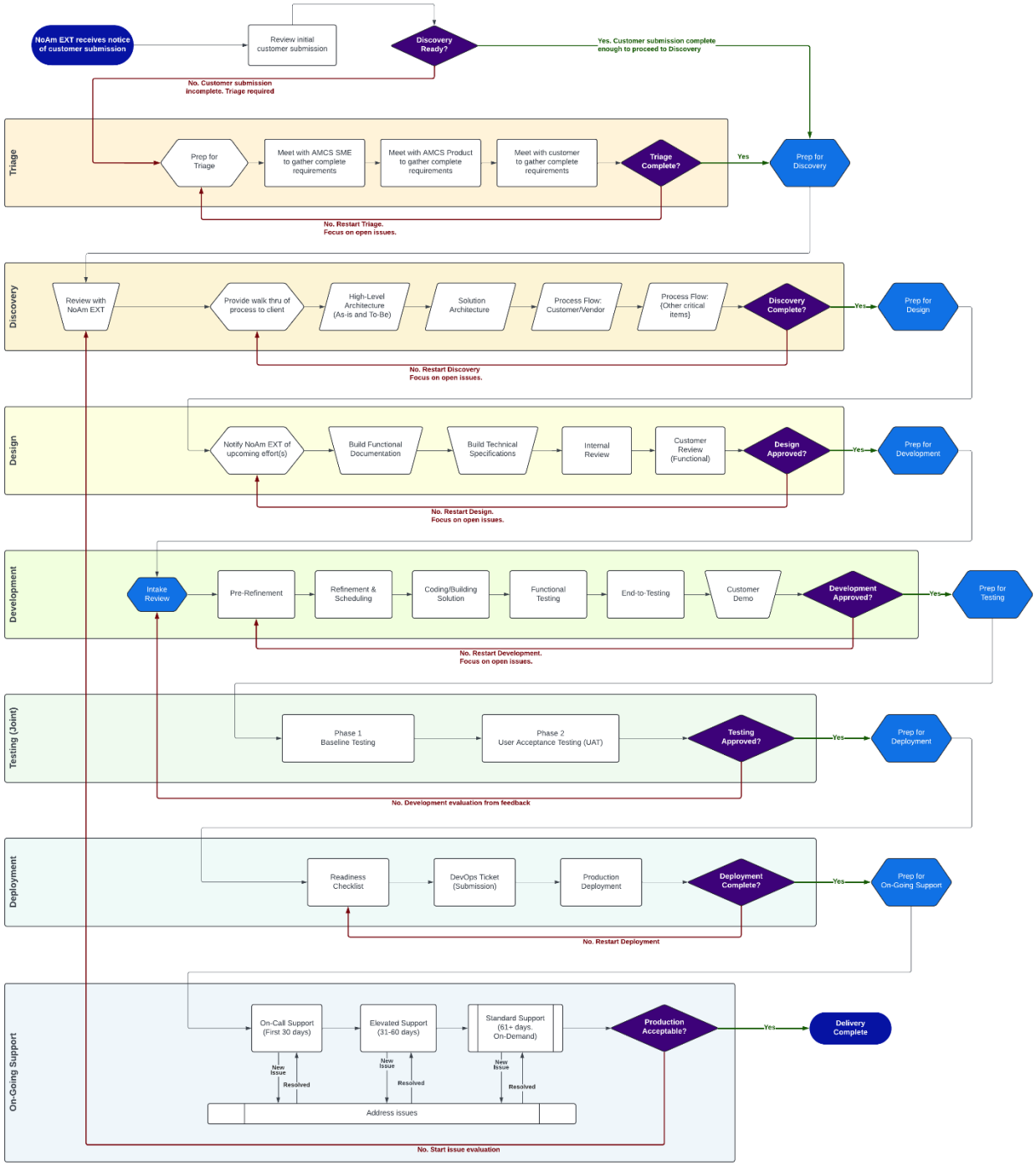


11. NoAm Extensibility Process

11.1. Customer Engagement



11.2. High-Level Development



12. Additional Information

12.1. Version

Revision	Date	Revised By	Reason for Change
.5	10/31/24	Monica Clary	Initial AMCS Ireland Scope Statement
.6	10/31/24	Monica Clary	T&M removed. Providing MS Word version to PS and Sales for final proposal

12.2. Terminology

12.2.1.1 Out of scope : Any work that is not defined in the project plan, such as additional work or changes that impact the project's timeline, resources, or delivery rate. For example, creating or managing a company's Facebook page is out of scope if the project is developing a social media strategy.

12.2.1.2 Project exclusion : An item that has been considered but intentionally excluded from the project's scope. Exclusions are often listed in project scope statements or project charter documents, and are sometimes called project boundaries. For example, if you're building a house, interior decorating or landscaping might be defined as exclusions. Exclusions are useful for keeping a project manageable, profitable, and contained. They can also help address any assumptions a client might have about the project.

AMCS' GENERAL TERMS OF SERVICE (SaaS)

These AMCS' General Terms of Service ("GToS") govern Customer's use of and access to the Services. Customer is deemed to have accepted these GToS, either by: (a) executing a Proposal or a Work Order that references these GToS; or, (b) Customer's use of or accessing any Services. Unless otherwise specifically agreed in writing signed by the Parties, the Agreement constitutes the entire agreement between Customer and AMCS with respect to the Services specified in the Proposal and/or Work Order.

AMCS shall supply and **Customer** shall purchase the Services specified by AMCS in a Proposal, Work Order and/or Change Order. AMCS and Customer may each be referred to as a "**Party**" and together as the "**Parties**" to the Agreement.

1 **Term.** The Term of the Agreement will take effect on the Effective Date and continue during the Initial Term. The Agreement may renew by mutual written agreement of the Parties before the expiration of the Initial Term or the relevant Extended Term, as the case may be. The Services shall be provided concurrently with the Agreement, such that upon any termination or expiration of the Agreement, the Services shall cease. The Initial Term and each Extension Term are defined in Section 22 below.

2 **Subscription**

2.1 During the Term, and subject and pursuant to the Agreement, the: (a) Subscription Fees will entitle Customer, solely for Customer's business operations, a non-exclusive, non-transferable right to use, and permit Authorized Users to use, the Services, any Deliverables and the Documentation; and, (b) Professional Services Fees will entitle Customer to receive any Implementation Services and to purchase additional Professional Services on the terms agreed by the Parties in a Proposal, Work Order or Change Order. Customer's access to Services is contingent upon Customer's compliance with the payment provisions of Section 4 below.

2.2 If a Proposal, Work Order or Change Order expressly states, or if agreed in writing signed by the Parties, that an Affiliate of Customer is authorized to use the Services purchased under the Agreement, then all references to Customer in Section 2.1 shall include Affiliate. Customer is solely responsible for making all purchases, remitting all payments to AMCS, and for ensuring that Customer and all Affiliates comply fully with the terms of the Agreement. Customer shall be responsible for all acts and omissions of its Affiliate to the same extent as if such acts or omissions were by Customer.

2.3 If Customer wishes to acquire any additional Services during the Term, such Services shall be specified in a Proposal issued by AMCS and signed by Customer and shall be subject to the terms of the Agreement. Where such Proposal is executed on a date other than an anniversary of the Effective Date, any applicable annual Fees shall be calculated and invoiced pro-rata from the date of the Proposal until the next anniversary of the Effective Date. In all subsequent years of the Term such additional annual Fees shall be payable in accordance with the Agreement. This provision shall not apply to any Fees to be paid on a monthly or reimbursement basis.

2.4 AMCS will endeavor, in conformance with industry standards, to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance carried out during the maintenance window of 10:00pm to 2:00am EST; and, (b) unscheduled maintenance performed outside Hours of Coverage, provided that AMCS has used reasonable endeavors to give Customer at least six (6) hours notice in advance, when practicable.

2.5 AMCS will also, at no additional cost to Customer, provide the Support Services during the Hours of Coverage in accordance with AMCS' Support Services Policy in effect at the time that the Services is provided. Support Services include the ability of Customer to access such new versions of the Services that are purchased by Customer, but any assistance to unlock or configure such new functionality is not included in the Annual Subscription Fee(s) and, if requested by Customer, will be provided and charged as Professional Services.

2.6 AMCS reserves the right to introduce new or enhanced features and functionalities to the Services but will not do so in a manner that diminishes the functionalities provided to Customer herein.

2.7 To maintain Customer on a single stable current release, AMCS regularly releases new or enhance/d features and functionalities to the AMCS Solutions. Such releases are automatically deployed into Customer's user acceptance testing ("**UAT**") environment. The deployment frequency for delivering such features and functionalities to the Customer's production environment will be determined by AMCS. Feature Releases will be released into a sandbox test environment for a limited period to allow Customers to re-train and test against the existing AMCS Solution. If Customer receives the Quentic Solution from AMCS, the Feature Releases will be deployed to the production environment with an update notification in advance. Maintenance Releases will be released automatically into the production environment. Release notes will be supplied in advance for both Feature Releases and Maintenance Releases.

2.8 AMCS shall provide Professional Services to Customer as may be agreed by the Parties from time to time and specified in a Proposal, Work Order or Change Order. All Professional Services shall be provided on the terms of the Agreement, which terms shall be varied only as stated in the applicable Proposal, Work Order or Change Order, and only in relation to AMCS' provision of the Services specified therein. AMCS will use reasonable efforts in conformance with industry standards to carry out the Professional Services as stated in a Proposal, Work Order or Change Order, as applicable and, except as expressly stated therein, Professional Services and the results thereof are provided on a time and materials basis.

2.9 AMCS may engage Affiliates, subcontractors and other third parties to perform a portion of the Services; provided that AMCS shall remain responsible for the performance of such Services by them to the same extent as if such Services were performed by AMCS.

3 **Services Access**

3.1 In relation to the Authorized Users, Customer undertakes that: (a) it will not allow or suffer a User Password to be used by more than one Authorized User unless it has first been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User will no longer have any right to access or use the Services; (b) it will promptly disable an Authorized User's account access to, and use of, the Services when such Authorized User ceases to require access to the Services; (c) each Authorized User will keep their User Password confidential and secure and shall regularly update their password, not more than ninety (90) days after last re-setting the password; (d) it will ensure that access to the Services by Authorized Users is appropriate at all times. This shall include approving, maintaining and removing access and User Passwords as required; and, (e) it shall implement logical access controls to provide reasonable assurance that unauthorized access to the Services is prevented and/or restricted. If Customer discovers that access and a User Password has been issued to a person who is not an Authorized User, Customer will promptly disable access and the password of, and will not issue a new User Password to, such person unless Customer deems such person an Authorized User.

3.2 Customer will: (a) provide AMCS with all necessary timely co-operation and access in relation to the Agreement and the Implementation Services, including relevant security access information and configuration services and, in the event of delays attributable to Customer, AMCS may adjust any timetable or delivery schedule as reasonably necessary; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement including the DPL; (c) ensure that the Services are used in accordance with the Agreement and hold AMCS harmless for any acts or omissions by Customer, Affiliates (if any) as well as those of Customer's or Affiliate's contractors and agents; (d) ensure that its networks and systems comply with any specifications provided by AMCS and will be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to AMCS' data centers and systems, and for any and all problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to its network connections or telecommunications links or caused by traversing the internet; (e) be responsible for configuration and security settings that are maintained by Customer's administrators and shall ensure that such settings are appropriate to Customer's security requirements; (f) ensure that the input of Customer Data into the Services considers those that have access to the Services to prevent any breaches of privacy or confidentiality; (g) obtain and maintain all necessary licenses, consents, and permissions necessary for Customer and its contractors and agents, to use the Services and perform its obligations in accordance with these GToS; and, (h) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, upon becoming aware of any such unauthorized access or use, promptly notify AMCS.

3.3 Customer will not access, store, distribute or transmit any material, in its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or, (f) is otherwise illegal or causes damage or injury to any person or property. AMCS reserves the right, without liability or prejudice to any other rights or obligations to Customer, to disable Customer's access to any material that breaches the provisions of this Section 3.3.

3.4 Customer will not (and will not knowingly permit any third party), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement; (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download,

display, transmit, or distribute all or any portion of the AMCS Solution and/or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the AMCS Solution; (c) access all or any part of the Services and Documentation in order to build a product or service which competes with the AMCS Solution, the AMCS Platform™, the Services and/or the Documentation; (d) use of the Services and/or Documentation to provide services to third parties, to publish any benchmarking data, to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, share, provide a service bureau or otherwise make the Services and/or Documentation available to any third party; (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or, (f) transmit any Virus(es) into the Services.

4 **Charges and Payment**

4.1 AMCS will invoice and Customer will pay the Fees as stated in the Proposal.

4.2 Professional Services Fees shall be invoiced by AMCS on a time and material basis at the rates set out the Proposal unless such rates are expressly varied in a subsequent Proposal or addenda thereto.

4.3 All Fees under the Agreement: (a) are payable only in the Currency; (b) are non-cancellable and non-refundable; (c) relate to quantities purchased and cannot be decreased during the Term; (c) are exclusive of value added or other sales taxes, which will be added to AMCS' invoices at the appropriate rate required by law; (d) are payable subject only to the fee dispute process of Section 4.6 below; and (e) shall be paid within forty-five (45) days from date of invoice (the "**Due Date**").

4.4 AMCS shall be entitled to make an annual adjustment to the Fees. The Fees shall be reviewed prior to each anniversary of the Effective Date during the Term. The adjustment, following such review, shall be the greater of (a) three percent (3%); or, (b) the applicable consumer price index in the Country. Such percentage increase shall be applied to the Fees with effect from the next anniversary of the Effective Date. The then-current Fees in any year shall be the basis of assessing the adjustment for the subsequent year.

4.5 AMCS does not require a purchase order from Customer. If Customer elects to issue a purchase order to AMCS for Customer's purchases under the Agreement any terms and conditions in such purchase order are expressly rejected by AMCS, will have no binding effect, and shall not vary the Agreement.

4.6 Should Customer, acting reasonably, have a valid dispute in respect of all or any part of any invoice(s), Customer will notify AMCS in writing within ten (10) Business Days of its receipt of the invoice with such notice containing sufficient details to allow AMCS to investigate the nature of the dispute. Following such notice, Customer will be entitled to withhold payment of the amount in dispute that relates to the Service or Deliverable that is the subject of the dispute, to a maximum of one months' invoice, without interest, while timely paying all undisputed amount(s) under such invoice. The Parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible, and on settlement of the dispute Customer will make the appropriate payment of any sum determined to be due within fifteen (15) Business Days of resolution of the dispute or, if the dispute is resolved before the Due Date for such invoice, payment shall be made by the Due Date.

4.7 If AMCS has not received payment of any undisputed (pursuant to Section 4.6) invoiced sum ("**Past Due Sum**") within fifteen (15) days after the Due Date, AMCS will be entitled, without notice, to charge interest on a daily basis on the Past Due Sum at the rate of one point five percent (1.5%) of such sum, per month (or the maximum rate permitted by law, if lower). Interest on the Past Due Sum will accrue from the Due Date until the Past Due Sum and interest are fully paid, whether paid before or after the rendering of a judgment (if applicable). Additionally, AMCS may provide Customer with a written notice to pay such outstanding sum within five (5) days or have the Services suspended. If such sum is not paid within the five (5) day period, AMCS shall be entitled to disable Customer's passwords and access to all or part of the Services and discontinue its provision of any or all of the Services while the Past Due Sum and interest remain unpaid. The foregoing are not exclusive remedies. If the Past Due Sum and interest remain unpaid for thirty (30) days after the Due Date, Customer is in material breach of the Agreement.

5 **Intellectual Property Rights**

5.1 Customer will own all Intellectual Property Rights in and to all the Customer Data and the results, reports and benefits it derives from the Services.

5.2 AMCS and/or its licensors own all Intellectual Property Rights in and to the Services, AMCS Solution(s) and Documentation. AMCS reserves all rights to or in, any Intellectual Property Rights, and to any other rights or licenses not expressly granted herein.

5.3 To the extent that any modifications or improvements to the Services, AMCS Solution(s) or Documentation are carried out under or in connection with the Agreement, whether by AMCS alone or jointly with Customer, all Intellectual Property Rights in and to the underlying ideas and in any resulting derivative works, improvements or modifications, will be assigned to, will vest with, and will be solely owned by AMCS.

5.4 Access to subscription-based Services does not confer any right, title or interest to Customer in AMCS Intellectual Property Rights.

6 Data Processing, DPL and Customer Data

6.1 Both parties will comply with all applicable requirements of the Data Processing Addendum ("**DPA**") and Data Protection Legislation ("**DPL**").

6.2 AMCS will follow its archiving procedures for Customer Data as set out in its Data Back-Up and Retention Policy.

6.3 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Data Back-Up and Retention Policy.

6.4 AMCS will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by AMCS to perform services related to Customer Data maintenance and back-up).

6.5 Customer will have sole responsibility for the legality, reliability, integrity, accuracy, quality, and timely delivery of Customer Data, and represents and warrants that it has and will maintain all necessary consents required for processing of Personal Data (as defined in the Data Processing Addendum) that is part of the Customer Data.

6.6 Notwithstanding anything to the contrary, AMCS shall have the right to anonymize, collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and AMCS will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AMCS' offerings; and, (b) disclose such data solely in aggregate or other anonymized or de-identified form in connection with its business. AMCS will not reconstruct any information to its original from its anonymized form.

7 Confidentiality

7.1 Each Party ("**Receiving Party**") acknowledges that in the course of performing the Services and/or its duties under the Agreement, it may obtain Confidential Information from the other Party ("**Disclosing Party**").

7.2 During the Term and thereafter, the Receiving Party will treat all Confidential Information as secret, confidential, and proprietary, and will not disclose or use the same without the prior written consent of the Disclosing Party, other than to the Receiving Party's employees and contractors on a need to know basis for the purpose of performing its obligations hereunder, or as required by law. The Receiving Party will implement such procedures as it considers reasonably necessary to prevent any disclosure, whether intentional, negligent or otherwise in violation of this Section 7.2, to any third party of any Confidential Information. Notwithstanding the foregoing, nothing herein will prevent the disclosure by the Receiving Party or its employees of information that: (a) prior to its disclosure to the Receiving Party, was of general public knowledge; (b) becomes, subsequent to its disclosure to the Receiving Party, a matter of general public knowledge other than as a consequence of a breach by the Receiving Party of any obligation under the Agreement; (c) is made public by the Disclosing Party; or, (d) is received in good faith from a third party having the right to disclose it, who, to the Receiving Party's knowledge, did not obtain such information from the Disclosing Party and who imposes no obligation of secrecy on the Receiving Party with respect to such information.

7.3 Subject to any other obligations herein with respect to the return or retention of information, following termination of the Agreement, on the Disclosing Party's written request, the Receiving Party shall, and shall require its representatives and agents to destroy all Confidential Information in the possession or under their control; provided, however, that the Receiving Party and its representatives and agents shall be entitled to retain copies of Confidential Information to the

extent necessary to comply with applicable law, for litigation, for bona fide records retention purposes, or in accordance with its internal and automated back-up processes in each case, to the extent permitted by law and subject to the terms of confidentiality required by this Section 7 and, in the case of Personal Data, pursuant to requirements of the Data Processing Addendum.

7.4 The foregoing in this Section 7 is subject to the requirements of the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq. "**GORA**") As such, the Parties acknowledge and agree that Customer is subject to the provisions of GORA, and that this Agreement and documents, materials, and information provided by AMCS in connection with the services performed hereunder may constitute "Public Records" subject to disclosure under GORA.

7.5 Notwithstanding any other provision in this Agreement to the contrary, the disclosure of any Confidential Information by Customer pursuant to a valid and legally enforceable requirement of the GORA or any other applicable law shall not constitute a breach of this Agreement or a violation of this Section 7, provided that Customer complies with the notice and cooperation provisions set forth in Sections 7.6 and 7.7 below.

7.6 If Customer receives a GORA-compliant request for documents or information designated as confidential or proprietary by AMCS, Customer shall, to the extent permitted by law, promptly notify AMCS of the request in writing (via email to brian.rowland@amcsgroup.com and legal@amcsgroup.com are sufficient) and shall provide AMCS with a copy of the request. AMCS shall have the sole right and responsibility to assert any applicable legal exemption from disclosure, including, but not limited to, the trade secret or other exception under GORA.

7.7 AMCS must take immediate action, at its own expense, to defend any challenge to its confidentiality designation, including seeking a protective order or injunction from a court of competent jurisdiction to prevent the disclosure of the designated materials. Customer shall cooperate reasonably with AMCS in any such action. If AMCS fails to obtain an order restraining disclosure within an applicable GORA response deadline, Customer shall be entitled to disclose the requested records.

8 Warranties and Disclaimers

8.1 Customer warrants that any Customer Data input into an AMCS Solution is: (a) owned by Customer or are provided with the express consent from the third party holding any Intellectual Property Rights in or over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by Intellectual Property Rights; and, (b) is duly consented to be the affected individual when in the form of Personal Data, and does not and will not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable DPL, and is not defamatory.

8.2 Customer is solely responsible for determining the suitability of the AMCS Solution(s) and the Services for its use. Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by Customer, and for conclusions drawn from such use. Customer, its Affiliates and employees, will rely solely on their own legal, financial or tax advisors. AMCS will have no liability for any damage caused by errors or omissions in any Customer Data, or other information, instructions or scripts provided to AMCS by Customer in connection with the Services, or for any actions taken by AMCS at Customer's direction.

8.3 ALL SERVICES AND DOCUMENTATION ARE PROVIDED BY AMCS 'AS IS'.

8.4 NOTWITHSTANDING SECTION 2.4, AMCS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8.5 ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THE AGREEMENT.

9 Limitation of Liability

9.1 Nothing contained in this Section 9 will limit: (a) either Party's liability for death or personal injury resulting from that Party's negligence or other act; (b) either Party's liability for fraud, intentional misconduct, or gross negligence; or, (c) either party's liability for breach of Customer's payment obligations under the Agreement, or its breach of the Service access terms and conditions in Section 3 above.

9.2 Subject to Section 9.1, neither Party will be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: (a) any economic losses (including loss of revenues, profits, contracts, opportunities, loss of data, business or anticipated savings); (b) any loss of goodwill or reputation; or, (c) any punitive, special or indirect or

consequential losses in any case, whether or not such losses were within the contemplation of the Parties at the date of the Agreement or were suffered or incurred by either Party arising out of or in connection with the Agreement.

9.3 Subject to Section 9.1, a Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), indemnity, restitution or otherwise, arising in connection with the Agreement will be limited in any twelve (12) month period (the first of which will commence on the Effective Date and subsequently on each anniversary thereof) to the Subscription Fees paid to AMCS in respect of the twelve (12) month period in which the claim arose.

9.4 Hold Harmless. Except as otherwise provided in this Agreement, to the extent of its fault, each Party shall indemnify and hold harmless the other Party and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees ("Claims"), arising out of or resulting from third party Claims resulting from the performance or failure to perform of its obligations under the Agreement.

10 **Termination**

10.1 Either Party may immediately terminate the Agreement at any time in the event that the other Party: (a) commits a material breach of the Agreement which is not capable of remedy; (b) commits a material breach of the Agreement which is capable of remedy and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (c) makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy. Termination of the Agreement terminates all Services and access thereto.

10.2 Termination of the Agreement will not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages, and recover its court costs and reasonable attorneys' fees, in respect of any breach of the Agreement which existed at or before the date of termination.

10.3 In the event the Agreement expires or terminates for any reason, Customer may request AMCS provide an electronic copy of the Customer Data in flat files, human readable format, without charge. If requested by Customer, AMCS can provide Customer with Professional Services to retrieve Customer Data in other formats at a scope and price to be agreed.

10.4 The following sections will survive any termination of the Agreement: 4 (Charges and Payment), 5 (Intellectual Property Rights), 6 (Data Processing, DPL and Customer Data), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Limitation of Liability), 11 (Force Majeure), 12 (Notices), 14.2 - 14.7 (Dispute Resolution), 16 (General), 17 (Entire Agreement), 18 (AMCS, Currency, Law, Jurisdiction and Venue) and 19 (Definitions). With respect to any Personal Data retained by a Party, the Data Processing Addendum shall continue to apply.

10.5 Customer may terminate the Agreement in part or in whole when an applicable legislative body does not elect to continue to appropriate funding for the Services by giving a written notice to AMCS forty-five (45) days in advance of the termination effective date. AMCS will be paid for duly invoiced Services provided up to the termination effective date.

11 **Force Majeure**

11.1 Neither Party will have any liability to the other Party under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving its own workforce), act of God, war, riot, terrorism civil commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that: (a) a Party affected by the Force Majeure Event ("**Affected Party**") is notified by the Party experiencing the Force Majeure Event ("**Delayed Party**"), including its expected duration; and, (b) the Delayed Party uses all reasonable endeavors to mitigate, overcome or minimize the effects of the Force Majeure Event; and that if the period of delay or non-performance continues for thirty (30) days or more, the Affected Party may terminate the Agreement by giving ten (10) Business Days' written notice to the Delayed Party.

11.2 Notwithstanding anything to the contrary herein, AMCS shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to: (a) any failure or delay by Customer to comply with its obligations or perform its assigned tasks hereunder; (b) AMCS's reliance upon any Customer direction or any information provided or otherwise made available to AMCS by or on behalf of Customer or any Authorized User in performing the Services; or, (c) any act or omission of any Customer third-party vendor or other agent or representative (other than AMCS).

12 **Notices**

12.1 Normal communications between the Parties in respect of commercial matters will be conducted by email.

12.2 Any notice or other communication required to be given to a Party under or in connection with the Agreement (such as a notice of breach, termination notice or the like, but subject always to Section 12.4 below) will be in writing and may be provided by post or by courier to the recipient's principal place of business as specified in a Proposal or such updated address that is notified by a Party to the other Party in accordance with this provision.

12.3 Any such notice or communication will be deemed to have been received upon signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service.

12.4 For the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or mediation, will not be effective by e-mail unless service in such manner is required by the applicable court or procedural law.

13 **Review of Usage**

13.1 Customer shall monitor its own usage of the Services and if at any time the Services then in use by Customer (be it based on the number of users, the number of units in use and/or the Revenue and/or Tonnage processed within the AMCS Solution and/or the Services) exceeds that which Customer has then purchased Customer will promptly contact AMCS to seek a quotation for, and will purchase, the additional AMCS Solution(s) and Services required, each such purchase shall be for the Minimum Purchase Period.

13.2 With prior written notice (which notice may include email communication) AMCS shall have the right to remotely review Customer's use of the Services and compliance with the terms of the Agreement. AMCS shall bear the expense of any such review. AMCS shall treat as Confidential Information all information gained as a result of any such review and shall only use or disclose such information as required by law or to enforce its rights under the Agreement.

13.3 If AMCS discovers that Customer's use of the Services exceeds the level then purchased, AMCS shall invoice, and Customer will pay to AMCS, the underpaid Fees due to AMCS for such use.

13.4 Where used in this Section 13: "**the underpaid Fees**" means AMCS' then current list price for the Service or product.

13.5 The Services utilize automated systems that continually monitor its availability and usage.

13.6 If the performance, integrity, or security of the Services is adversely impacted or at risk of being compromised as a result of any act or omission by Customer or any of its Authorized Users in violation of the Agreement, AMCS may suspend access to the Services to the extent, and for so long as is, reasonably necessary to resolve the issue. In any such event, AMCS will promptly notify Customer of such suspension and the Parties will cooperate in good faith to resolve the issue and restore access as soon as reasonably practicable.

14 **Dispute resolution**

14.1 Any dispute or claim arising out of or in connection with the Agreement (unless otherwise set forth herein) shall in the first instance, be resolved as follows: (a) for a period of thirty (30) days after a dispute arises, the respective appropriately authorized representatives of the Parties shall negotiate in good faith in an effort to resolve the dispute, with such resolution appropriately documented in writing; and (b) if the dispute has not been resolved at the close of such thirty (30) day period, the matter shall be finally settled by Alternative Dispute Resolution ("**ADR**") in accordance with the provisions set forth in Sections 14.2 and 14.3 below.

14.2 On the written request of any Party, which request shall be in the form of written notice to the other Party (pursuant to Section 12.2 above), reasonably describing the issue(s) in dispute, the disputed matter(s) can be referred to an independent mediator, the identity of whom shall be agreed upon between the Parties acting reasonably. In the event the mediator cannot be agreed by the Parties within fourteen (14) days of one Party's written request to appoint a mediator, the office of the International Centre for Dispute Resolution ("**ICDR**") in the Country shall appoint a single independent mediator in accordance with the rules of the ICDR.

14.3 The costs of ADR shall be shared equally, ADR shall take place in the Country and in English. In the event that within a period of sixty (60) days of the appointment of a mediator, there is no resolution of the disputed matter(s), a Party may initiate litigation in accordance with Section 14.4. Notwithstanding the foregoing, a Party may initiate litigation at any time in accordance with Section 14.4 if the other Party, by clear indication, refuses to participate in the requested mediation.

14.4 A Party shall be entitled to initiate litigation solely over the subject matter of the dispute, and the responding Party may raise any defenses and counterclaims related thereto. Such litigation shall only be brought under the laws of the State of Georgia and United States of America, as applicable, any litigation arising here from or related hereto shall commence in the appropriate court within Richmond County, Georgia. In the event of such litigation, each Party hereby submits to the jurisdiction of the courts in such venue and waives all objections to such jurisdiction and venue, including those related to inconvenience. Additionally, conflict of laws principles of the court are hereby waived.

14.5 The foregoing Sections in this Section 14 do not preclude a Party acting in good faith from seeking injunctive relief for a breach (or threatened breach) of the Agreement that is causing (or which foreseeably would result in) irreparable harm.

14.6 The prevailing Party in any dispute or lawsuit under this Section 14 is entitled to seek recovery of its court costs and reasonable attorneys' fees under the judgment rendered.

14.7 No action which arises from or relates to the Agreement, regardless of form or theory, may be brought by either Party against the other Party more than two (2) years after the date on which the cause of action accrued. A cause of action accrues on the date on which the Party bringing the action knew or reasonably should have known of the facts giving rise to the claim.

15 **Assignment**

15.1 AMCS may assign, novate or otherwise dispose of any or all of its rights and obligations under the Agreement and any associated third-party licenses to any of AMCS's affiliates or a successor by merger or an acquirer of assets and to any other person without the prior written consent of Customer. All such assignments shall be to an entity that is ready, willing and able to perform the Services in accordance with this Agreement, the failure of which shall be a material breach hereof by the assignee.

15.2 Customer may not at any time assign, novate or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of AMCS, such consent not to be unreasonably delayed or withheld. AMCS shall have no obligation to recognize any purported successor or assignee of Customer without having first provided its written consent and may condition such consent upon receipt of conclusive written evidence of the nature and terms of such assignment, novation or other arrangement regarding its rights or obligations under the Agreement.

16 **Government**

16.1 Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the AMCS Solution and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this GToS and the Agreement will be prohibited except to the extent expressly permitted by the terms of this GToS and/or the Agreement.

17 **General**

17.1 The Parties are each independent contractors and nothing in this GToS or the Agreement will be construed to give any Party the power to direct or control the daily activities of another Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

17.2 The remedies of the Parties under the Agreement are cumulative and will not exclude any other remedies to which the Party may be lawfully entitled.

17.3 The failure of any Party to insist on the strict performance of any obligation of the other Party under the Agreement will not be a waiver of such Party's right to demand strict compliance therewith or with any other obligation in the future.

17.4 In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

18 **Entire Agreement**

18.1 The Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

18.2 Each Party acknowledges that in entering into the Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement.

18.3 No alteration to or variation of the Agreement will take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative.

19 **AMCS, Currency, Law and Jurisdiction**

19.1 The Currency, the AMCS party with which Customer is contracting, the law, exclusive of its choice of law provisions, that will apply in any dispute or lawsuit and the courts with exclusive jurisdiction over any such dispute or lawsuit is determined by the Country based on the following:

If Country is:	Currency means:	AMCS means:	Governing Law and courts having exclusive jurisdiction in the Country are:
USA	USD	**AMCS GROUP INC.** with its principal place of business at 179 Lincoln Street, Boston, MA 02111	Georgia law, with the courts of Richmond County, Georgia having jurisdiction
Canada	CAD	**AMCS CANADA INC.** with its registered office at 181 Bay Street, Suite 1800, Toronto, Ontario, Canada M5H 1A1	the laws of the Province of Ontario, with the courts of Ontario, Canada having jurisdiction

20 **Customer-Specific and Legally-Mandated Provisions**

20.1 To the extent applicable to any AMCS employees in Georgia, AMCS 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.

20.2 AMCS represents 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 AMCS for the purpose of securing business and that the AMCS 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, the Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Fees the full amount of such commission, percentage, brokerage or contingent fee.

20.3 AMCS 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, subject to liability limitations herein, against liability or financial loss resulting from injuries occurring to persons, or real or tangible property, or occurring as a result of any negligent error, act, or omission of AMCS in performance of the work during the term of this Agreement.

20.4 AMCS will maintain, subject to coverage aggregate limits, the following insurance coverages and amounts in accordance with the Agreement:

Workers' Compensation insurance as required by, and in accordance with the provisions of, any applicable Law to any employee or contractor providing any portion of the Services or any other obligation or responsibility under the Agreement. Employer's Liability insurance shall be provided in amounts not less than $1,000,000 in the aggregate.

Commercial General Liability insurance covering all AMCS systems, facilities, and other operations by or on behalf of AMCS under the Agreement with limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate.

Professional Liability (errors and omissions), including but not limited to coverage for errors and omissions in the performance of all Services and other obligations and responsibilities of AMCS under the Agreement, with limits of not less than $2,500,000 in the aggregate.

Umbrella Liability and/or Excess Liability insurance with a limit of not less than $2,500,000 per occurrence.

Cyber-Liability for financial loss resulting or arising from acts, errors, or omissions in rendering the Services or Deliverables with respect to, IP infringement or misappropriation, breaches of security, privacy violations, violations of security or privacy Laws, data theft, damage to data or systems, destruction or corruption of data or systems unauthorized access or use of data or systems, denial access to data or systems, identity theft, theft of data, virus introduction or transmission, or denial of service. Such insurance will be maintained with limits of not less than $2,500,000 per occurrence.

20.5 Georgia Prompt Pay Act is not applicable, and as such, the terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

20.6 Audits. Customer may, at reasonable times, inspect the part of the plant, place of business, or work site of AMCS or sub-unit thereof which is pertinent to the performance of any contract awarded or to be awarded by Customer. Provided, however, the foregoing shall not allow Customer access to, or require AMCS to provide, any AMCS proprietary information, systems, intellectual property, personal data or Confidential Information (of AMCS or its other customers), that is not otherwise required to be provided or accessed as part of the Services under this Agreement.

21 In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at *www.augustaga.gov*. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at *www.augustaga.gov*. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

22 **Definitions**

22.1 The definitions and rules of interpretation in this Section 19 apply to these GToS, and unless described differently in any other document of the Agreement (for purposes of such document), they apply to all other documents forming the Agreement.

"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**" for purposes of this definition, means direct or indirect ownership or control of more than fifty (50%) of the voting interests of the subject entity;
"Agreement"	these GToS together with any associated Proposal and/or Work Order and/or Change Order, as well as all document(s) referenced therein;
"**AMCS**"	shall have the meaning specified in Section 18.1 above;
"**AMCS Asset Maintenance Services**"	technology that automates and provides reports around the real-time control and administration of vehicle fleets;
"**AMCS Field Services Application**"	technology that automates and provides reports around the real-time management and administration of assets;
"**AMCS Platform™**"	AMCS proprietary platform from which an AMCS Solution and/or Services may be made available;
"AMCS Solution"	the solution services, as is specified in a Proposal, which may include, without limitation: AMCS Asset Maintenance Services, AMCS Field Services, AMCS Platform™, Quentic Services, Telematics Services, Vision AI Services;
"AMCS Telematics Device"	the hardware product, together with all Firmware therein (in object code form only) and all related documentation (printed or electronic), data, and other materials provided therewith;
"**Asset**"	either: (a) the number of unique active assets monitored by the AMCS Solution; or (b) assets with AMCS technology on board in the preceding twelve (12) month period;
"Annual Subscription Fees"	the annual subscription fees payable by Customer to AMCS for the Services, as set out in a Proposal;
"**Asset Maintenance Fees**"	the fees payable by Customer to AMCS for AMCS Asset Maintenance Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"**Authorized User**"	each employee or contractor of Customer authorized by Customer to access and use the Services by Customer in accordance with the Agreement (collectively the "**Authorized Users**");
"**Business Day**"	a day other than a Saturday, Sunday or public holiday in the Country when its banks are open for business;
"**Change Order**"	a written record relating to either Implementation Services or Professional Services that is signed by the Parties and varies the either a Proposal or a Work Order;
"**Confidential Information**"	all documentation, technical information, software, business information, feedback, pricing of the Services, reports issued from the Services, trade secrets or know how or other materials of a confidential nature disclosed by one Party to the other Party and in connection with these GToS;
"**Country**"	means the country where Customer is situate, as country is specified in the Customer's address set out in the Proposal;
"**Currency**"	shall have the meaning specified in Section 18.1 above;
"**Customer**"	the party (company or legal entity) entering into the Agreement either by its use of, or access to, the Services and/or signing a Proposal;
"**Customer Data**"	the data entered into the Services by or on behalf of Customer;

"**Device**"	the number of unique mobile devices that have transmitted data to the AMCS Platform™ in the preceding three (3) calendar month period. For clarity, where a helper device is used in conjunction with the primary device, on the primary device will be included in the count;
"**Documentation**"	any document(s) made available to Customer by AMCS online via AMCS' website or such other web address notified by AMCS to Customer from time to time and all materials provided by AMCS, directly or indirectly, to Customer containing a description of, and the user instructions for, the Services as well as information about AMCS' Intellectual Property Rights and/or the Services, including but not limited to usage instructions, videos, online materials, writings, drawings, graphs, charts, photographs and other data compilations in any media whatsoever;
"**Data Processing Addendum**" or **"DPA**"	the terms on which Customer authorizes AMCS, and AMCS undertakes, to process Personal Data to provide the Services, which DPA is set out at Schedule 3 hereto and is incorporated into the Agreement by this reference;
"**Data Protection Legislation**" or "**DPL**"	any applicable privacy legislation, analogous to the European General Data Protection Regulation (EU 2016/679), including any amendments thereto;
"**Effective Date**"	that date specified in the Proposal (if no date is specified, the Effective Date shall be the date the Proposal is last signed or accepted by any 'click to accept' process by Customer);
"**Extended Term**"	each successive period of one (1) year;
"**Feature Release**"	any new version or major release of AMCS Solution, including any changes that (a) substantially increase the speed, efficiency, or ease of use of the AMCS Solution; or, (b) add additional capabilities to, or otherwise improve the functions of, the AMCS Solution;
"**Fees**"	a collective term for the Subscription Fees, the Professional Services Fees and any other fees due from Customer to AMCS, as is specified in a Proposal;
"**Field Services Fees**"	the fees payable by Customer to AMCS for AMCS Field Service Application, if purchased, which fees shall be charged at the rates specified in the Proposal;
"**Hours of Coverage**"	between the hours of 07:00 to 20:00 EST on a Business Day in the Country;
"**Household**"	the number of unique households managed from AMCS Platform™ in the preceding rolling twelve (12) month period;
"**Implementation Services**"	the implementation services described in the Proposal, Work Order and/or Change Order;
"**Initial Term**"	five (5) years from the Effective Date, unless expressly varied in a Proposal;
"**Intellectual Property Rights**"	any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions;
"**Job**"	the number of completed jobs through Customer's third-party freight carrier managed through the Subcon Portal in the preceding rolling 12 month period; where used: "**Subcon Portal**" is a module of the AMCS Platform™;

"**Maintenance Release**"	a revised version or release of AMCS Solution that does not add new features or content but is provided to resolve bugs, improve performance resolve security issues and/or modify the then form of AMCS Solution without adding functionality;
"**Module**"	an optional item that is uniquely priced which can be turned on or off and will be turned on if stated within the Proposal to be included;
"**Named User**"	the named users based on the number of individual users permitted to use the applicable AMCS Solution, as is specified in a Proposal and requires that each named user has its own username and password, the sharing of usernames by more than one individual is not permitted;
"Professional Services"	any consulting, Implementation and/or training services set out in the Proposal, Proposal or a Work Order and provided in accordance with the terms set out at **Schedule 2** hereto and is incorporated into the Agreement by this reference;
"Professional Services Fees"	the fees payable by Customer to AMCS for any Professional Services, which fees shall be charged at the rates specified in the Proposal, unless varied in a subsequent Proposal or any addenda thereto;
"Proposal"	means any written document (which may be computer generated and could be referred to as, without limitation, an offer, an order form, a quotation, a proposal or some other designation) issued by AMCS to, and accepted by, Customer setting out the commercial and any other terms on which the AMCS' Services specified therein are offered to Customer;
"**Quentic Services**"	the right to use Quentic product(s) to facilitate Customer's management of its Environmental, Health, Safety and Quality and/or Environmental, Social, and Governance compliance;
"**Quentic Fees**"	the fees payable by Customer to AMCS for any Quentic Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"**Revenue**"	the amount invoiced in the AMCS Platform™ by Customer in the past rolling twelve (12) months excluding Credit notes, Taxes, and internal transactions. Transactions will only be deemed 'internal' if (a) both issuing and receiving parties are using AMCS Platform™, and (b) the receiving parties are configured as internal customers using the 'Internal customer' identifiers within AMCS Platform™; where used: "**Taxes**" means sales taxes and any other taxes (including landfill taxes), based on the charges processed within the AMCS Platform™, that Customer is statutorily required to collect and/or remit to the appropriate tax authority under applicable legislation of the country in which Customer's invoice is issued;
"**Scale**"	the number of scale terminals active on the AMCS Platform™ that have transmitted data (in and out pair will be counted as one (1) scale terminal);
"**Schedule**"	any schedule referenced in the Agreement, each of which is incorporated into the Agreement by this reference;
"**Services**"	a collective term for AMCS' provision of the AMCS Platform™, AMCS Solution, Implementation Services, Professional Services, Support Services and such other services as are agreed between the Parties either in a Proposal, a Work Order or as otherwise agreed in writing signed by the Parties;
"Standard Contractual Clauses" or "SCC"	where required, the standard contractual clauses published under the General Data Protection Regulation (GDPR) setting out the minimum required terms for the transfers of personal data to European Union and non-European Union countries;
"**Support Services**"	AMCS' standard customer support services to be provided by AMCS to Customer on the terms of the Support Services Policy;
"Support Services Policy"	the terms on which AMCS will provide Support Services to Customer, which terms are set out at Schedule 1 hereto and is incorporated into the Agreement by this reference;

"Telematics Fees"	the fees payable by Customer to AMCS for any Telematics Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Telematics Services"	the right to use the AMCS Telematics Device to collect data and to access, through a web-based portal, the performance metrics collected, and provided in accordance with the terms of use, as provided in the Proposal;
"**Term**"	the Initial Term and any Extended Term;
"**Tonnage**"	all tonnage managed through the AMCS Platform™ in the preceding rolling twelve (12) month period, excluding only internal transfers, including but is not limited to: Brokered Tonnage, Consignment Tonnage, Purchased Tonnage and Tolled Tonnage, where used: "**Brokered Tonnage**" means material in which ownership is transferred to Customer following collection/removal from a third party supplier location which remains in transit until delivered to Customer's third party purchaser. For clarity such material never physically arrives at a Customer controlled location; "**Consignment Tonnage**" means material in which ownership is retained by a third party supplier but such material is stored at a Customer controlled location until sold by such third party; "**Purchased Tonnage**" means material in which ownership is transferred to Customer upon acceptance of the material at a Customer controlled location; and "**Tolled Tonnage**" means material in which ownership is retained by Customer, but the material is not held at a Customer controlled location, instead it is held by a third party processor (and fees are paid to processor by Customer for such processing services);
"**Transaction**"	the number of unique transactions undertaken by Customer;
"**Unit of Measurement**"	as specified in the Proposal which may be: Module, Named User, Revenue, Tonnage, Weighbridge or such other measurement of Customer's usage of the applicable AMCS Solution;
"**User Password**"	any encryption key(s), certificate(s), password(s), access code(s), user ID(s) or other login information provided to or used by Customer to enable Authorized Users to access and use the Services and the Documentation in accordance with the Agreement;
"**Vehicle**"	based on the data provided within the AMCS Solution, the number of unique vehicles used for planning or operationally in preceding three (3) calendar month period: (a) more than once; plus, (b) five percent (5%) of vehicles used only once;
"**Virus**"	anything or any device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
"Vision AI Fees"	the fees payable by Customer to AMCS for Vision AI Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Vision AI Services"	hardware and software technology that leverages advanced AI machine learning and cameras to detect images within a continuous video of service events;
"Work Order"	a written record, signed by the Parties, setting out the terms on which Customer and AMCS agree that AMCS shall provide Professional Services to Customer.

22.2 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. Any phrase introduced by the words including, includes, in particular, or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words. Unless specifically identified otherwise, all references to sections, clauses and schedules herein, are to the sections, clauses and schedules of these

GToS. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

22.3 If there is an inconsistency between any of the provisions in these GToS and the Proposal, the provisions of the Proposal will prevail.

22.4 The Parties acknowledge that both AMCS and Customer are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, AMCS acknowledges and agrees that Customer may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by AMCS as to any records or data in the Customer's possession. Upon execution of this Agreement, AMCS shall designate in writing that one or more of its officers shall be the open records officer for AMCS in accordance with the Open Records Act. In the event that AMCS receives a request for records under the Open Records Act, AMCS shall notify Customer within two business days by sending an email, return receipt requested, [dedicated email address we create]. AMCS shall provide Customer with copies of all records proposed for production prior to responding to such request. AMCS shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. AMCS shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to Customer at the time the proposed production is provided to Customer that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. AMCS shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and AMCS's complete compliance with the provisions of this section shall be performed at no cost to Customer.

Read and agreed by the parties through their authorized representatives signing below:

AMCS GROUP INC. a Pennsylvania corporation	**AUGUSTA, GEORGIA** Environmental Services Division
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1
SUPPORT SERVICES POLICY

1 SERVICES

1.1 In consideration of and subject to Customer's payment of the Subscription Fees, AMCS will during the Term provide the Support Services in accordance with the Agreement and this Support Services Policy. For clarity, Support Services do not include or replace Professional Services.

1.2 AMCS will provide Support Services for all Support Cases during the Hours of Coverage. Support Cases can be logged by Super Users 24/7/365 through the Customer Support Portal.

1.3 AMCS undertakes automated monitoring of the AMCS Platform™ and will promptly address any system down issues identified by such monitoring, even if outside of the Hours of Coverage.

2 DEFINITIONS

2.1 "**Customer Support Portal**" means AMCS' on-line portal (https://www.amcsgroup.com/company/global-customer-support/) through which Customer can submit Support Case(s).

2.2 "**Super User**" means an Authorized User who is also authorized by Customer to submit Support Case(s) on behalf of Customer.

2.3 "**Support Case**" means an incident reported by a Super User to AMCS requesting Support Services assistance.

2.4 "**Support Services**" means provision of AMCS' standard support, break fix and update services (and shall not include any Premium Services, Customer requests or change requests).

3 LOGGING A SUPPORT CASE

3.1 Super Users may log Support Cases through the Customer Support Portal.

3.2 **For P1 Priority Code Support Cases only**: Super Users may also submit any P1 Priority Code Support Case by telephone through the AMCS customer support helpdesk. For any P1 Support Case logged during the Hours of Coverage AMCS will work on a 'work to completion' basis or, until a work-around is provided and/or the priority is lowered.

4 PRIORITY

4.1 The impact identified by the Customer when logging a Support Case will determine which of the following levels of priority ("**Priority Code(s)**") will apply.

Priority Code	Description
P1	**Critical** - The problem is impacting the majority of Users and/or Customer's clients, the Services (or significant Services functionality) is unavailable with no work around currently available.
P2	**High** - The problem is causing a serious business impact, impacting a significant number of Users and/or Customer's clients, performance and/or functionality of the Services is significantly degraded and there is no acceptable workaround currently available.
P3	**Moderate** - The problem is impacting only a small number of Users and/or Customer's clients and is causing only a minor business impact or is more serious but there is an acceptable workaround currently available

4.2 Support Case Priority Codes may be adjusted at any time, depending upon impact to Customer.

5 TARGET RESPONSE TIME

5.1 Based on the Priority Code for the Support Case AMCS will respond to and commence work to resolve Support Cases within the response time stated below ("**Target Response Time**"). Save for P1 Priority Calls, Target Response Times are measured within the Hours of Coverage.

Priority Code	Description	Target Response Time
P1	Critical	1 Hour
P2	High	4 Hours
P3	Medium	16 Hours

5.2 Once work to resolve the Support Case is commenced in accordance with the applicable Response Service Level set forth above, AMCS will work diligently and continuously (24x7x365 for P1 Priority Code Support Cases, and during Hours of Coverage for all other Support Cases) until a work around for the Support Case is provided or the Support Case is resolved.

5.3 Customer acknowledges that AMCS' ability to work continuously may be contingent upon AMCS' receipt of responses and/or feedback from Customer and that resolution of a Support Case may be delayed if Customer's response(s) and/or feedback are not provided in a timely manner.

6 SUPPORT CASE PROCEDURE

6.1 All P1 Priority Code Support Cases will be on a 'work to completion' basis or until a work-around is provided, whereupon the Priority Code will be lowered.

6.2 Super User shall provide a sufficiently comprehensive and clear description of the problem when submitting a Support Case including, to the extent applicable, details of the steps to reproduce the problem and copies of screenshots where appropriate.

6.3 Customer will provide timely responses to all reasonable requests for additional information in relation to the Support Case. Delays in providing requested additional information may delay the Support Case resolution timeline.

6.4 Once the Support Case has been received, AMCS will confirm receipt and commence work in line with the applicable Target Response Time set forth in the table above. The most efficient way to submit or raise a case is via the Customer Support Portal. If a Support Case is raised via telephone, then AMCS will enter the Support Case (and each resolution) into the Customer Support Portal.

6.5 AMCS will investigate each Support Case in order of Priority Code and provide Customer event resolution path progression in accordance with the Priority Codes table above via the Customer Support Portal.

6.6 At any time, Customer can check the current status of a Support Case through AMCS' Customer Support Portal.

6.7 If the resolution option(s) are not immediately apparent AMCS will provide the Customer with a plan of action in response to the Support Case. Such plan of action will include a description of the required activities and assign appropriate responsibilities and timescales for each activity. In addition, but for P1 Priority Cases only, AMCS will communicate the plan of action to the Customer orally in the first instance.

6.8 AMCS will keep Customer apprised of the status versus plan of action for each open Support Case via the Customer Support Portal.

6.9 Closing a Support Case:

6.9.1 If a Support Case is closed because it has been successfully resolved, AMCS will provide a description of the final solution to Customer within the Customer Support Portal.

6.9.2 If a Support Case has not been successfully resolved, then AMCS will not close the Support Case unless the issue is shown to be outside of AMCS' responsibility in which case AMCS may close the Support Case irrespective of whether Customer deems the issue is resolved.

6.9.3 If Customer considers that a Support Case has incorrectly been deemed closed by AMCS, Customer shall inform AMCS and provide a brief description of the outstanding issue(s), in which case AMCS will reopen the Support Case.

6.10 AMCS will use reasonable endeavors to have local language speaker(s) available during the Hours of Coverage. But, unless otherwise stated in the Agreement, the primary language of communications between AMCS and Customer will be English.

7 UPTIME

7.1 AMCS will use all reasonable efforts to ensure that the Services are available and functioning in accordance with its specifications for the Uptime.

7.2 "**Uptime**" means that the Services shall be available for ninety-nine point nine percent (99.9%) per annum. Uptime is calculated monthly by dividing the number of minutes in the applicable month during which the Services are available and functioning properly by the total number of minutes in such month.

7.3 Uptime shall exclude any period of time that the Services are not available for any of the following reasons:

7.3.1 AMCS is performing scheduled system upgrades, enhancements or routine maintenance. The timing of system upgrades etc will be coordinated with Customer for appropriate scheduling;

7.3.2 problems caused by defects in Customer Data as uploaded to the AMCS Platform™ by Customer;

7.3.3 events of Force Majeure;

7.3.4 Customer's inability to access the internet that is not caused by AMCS;

7.3.5 suspension of Customer's access to the Services in accordance with the terms of the Agreement;

7.3.6 problems caused by Customer's or User's use of the Services where the defined business process is not followed;

7.3.7 problems arising from Customer's third-party software or applications including any ISP problems;

7.3.8 problems caused by hardware provided by Customer;

7.4 **Business Continuity:** AMCS provides an in-built disaster recovery plan with a guaranteed RPO of five (5) minutes and an RTO target of two (2) hours. Where used in this Section 7.4: "**RTO**" or Recovery Time Objective means the time taken to reinstate the Service from time of failure; and, "**RPO**" or Recovery Point Objective is the point in time to which the Service will be recovered.

7.5 **Backups**: Databases are deployed with a thirty-five (35) day point-in-time restore capability. This ensures a snapshot of the database can be retrieved from any point over the preceding thirty-five (35) days. Long term backup retention is in place where backups are stored for up to ten (10) years.

7.6 **Archiving**: The extraction of specified Customer Data from the main database and placing it in an archive for future Customer access. The Customer Data to be archived along with the archiving strategy and the retention periods will all be agreed with Customer as part of the Implementation process.

7.7 **Uptime Availability**: AMCS implement Availability Tests to verify Uptime. Such Availability Tests continuously test the health of each environment across multiple geographic locations. Availability Tests are currently automatically conducted every five (5) minutes, mirroring that currently available from Microsoft. If Microsoft increase the frequency of the Availability Tests AMCS shall apply the such same increased frequency to the Availability Tests.

7.7.1 "**Availability Tests**" means the URL ping test and the multi-step web test, the Diagnostic Checks and the Regression Tests:

7.7.2 "**Diagnostic Checks**" review the following Connectivity: between web and data layer, to any required API's, and, to the Reports API and Server as well as version number verification between web and database components.

7.7.3 "Regression Tests" verify that a user can: log into the application, log in to the customer portal, navigate to each area of the application, can perform a customer search and, if applicable, that a user can view jobs scheduled at a weighbridge and/or scalehouse.

8 EXCLUSIONS

8.1 AMCS will have no obligation to provide Support Services in connection with any Support Case caused or delayed by:

8.1.1 Customer's use of the Services other than in accordance with the terms of the Agreement;

8.1.2 Customer's failure, inability or refusal to allow AMCS' Support Services personnel proper and uninterrupted access to the Services;

8.1.3 software or malware that has affected the customers infrastructure;

8.1.4 any defect or malfunction of the Customer's network systems and/or internet that is not due to any act or omission of AMCS;

8.1.5 use of the Services by any personnel of the Customer who have not been adequately and/or appropriately trained in its use;

8.1.6 Customer's refusal to allow the implementation of any bug fixes or updates previously provided by AMCS to

Customer unless a reasonable objection to such implementation has been identified by Customer and accepted by AMCS;

8.1.7 the correction of any fault or problem which is not reported by the Customer to AMCS in accordance with the Support Case procedure; and/or,

8.1.8 either Party being subject to a Force Majeure event.

9 MISCELLANEOUS

9.1 If resolution of a Support Case requires a change to the AMCS Platform™ and/or the Services AMCS will obtain written authorization (which may include email) to proceed from Customer. AMCS will test any new solution prior to release to Customer.

9.2 AMCS shall, through the Customer Support Portal, provide access to key business metrics including application performance, Services uptime, backlog, individual Support Case status etc.

9.3 The periodic management and performance review process and schedule will be tailored to Customer's requirements. Such process and schedule will be finalized during the Implementation process and on-boarding of Customer.

9.4 Customer and AMCS may periodically review Support Cases undertaken by AMCS to identify if additional Customer training is required or whether Services changes would prevent similar problems occurring.

9.5 AMCS may, in its discretion, investigate the root cause of a Support Cases issue and if, as a result of such investigation, AMCS determine that the issue is due to a factor within the control of Customer then AMCS shall be entitled to recover from Customer the cost of such investigation at the quoted Professional Services rates.

9.6 Whilst Customer is encouraged to log requests for enhancements or significant changes to the Services, which are not relating to a defect or inherent error in the Services, or to request Professional Services, such requests are excluded from Support Services. If Customer wishes AMCS to provide such requested enhancements or changes, or to provide Professional Services, these will be delivered separately, as Professional Services, subject to the Parties first agreeing the parameters of the work required by Customer and the cost to be charged by AMCS in providing the same.

9.7 Any Professional Services purchased by Customer shall be provided on the Professional Services terms set out in the Agreement.

9.8 AMCS provide Support Services for only the then current version of the Services and one (1) prior release.

10 ESCALATION PROCEDURE

10.1 If the Customer is concerned that a request for Services has not been met as set out above, Customer may escalate the issue through the following levels of AMCS' organization:

Level 1	Support Team Lead on-call
Level 2	Support Manager on-call
Level 3	Regional Head of Customer Support

10.2 Contact details for the above shall be provided to Customer during the on-boarding process.

SCHEDULE 2
PROFESSIONAL SERVICES

1 **Professional Services are provided to implement the pre-existing features and functions of AMCS software and, unless expressly agreed otherwise in writing signed by the Parties, do not include any customization or development activity that impacts any of the features, benefits or source code of the AMCS software. To the extent that Professional Services for Implementation Services are included in the Proposal then, by accepting such Proposal, Customer agrees to purchase such Professional Services on the terms of this Schedule. Customer may purchase additional Professional Services from AMCS during the Term. AMCS reserve the right to outsource Professional Services.**

2 **Unless expressly included in a Proposal or Work Order, Professional Services for the implementation and/or installation of AMCS software is not included. If implementation and/or installation are requested by Customer, it will be provided as Professional Services on a time and material basis and be subject to the Parties' conclusion of a Proposal or Work Order.**

3 **Any Customer requests for Professional Services shall be made to AMCS in writing (which may include email) and shall include such information as might be reasonably required to allow AMCS to consider, quantify and cost such Professional Services request. Where agreed, Professional Services shall be detailed in a Proposal or Work Order, which shall include an estimate of the time and cost of providing such Professional Services. If AMCS decline a request for Professional Services AMCS shall provide written notice to Customer advising that the Professional Services are not agreed and provide the reason(s) for such non-agreement. Customer may accept AMCS' Proposal or Work Order, as applicable, by signing and returning the Proposal or Work Order to AMCS within ten (10) working days of receipt, failing which the Proposal or Work Order shall be deemed withdrawn.**

4 **Unless expressly agreed in writing, signed by the Parties, Professional Services will not include any customization of the AMCS Platform nor any development activity that impacts any of the features, benefits or source code of the AMCS Platform. The Professional Services Fees are quoted, and Professional Services are provided, based on the following assumptions: (i) Customer will leverage the standard AMCS product workflows, printed outputs, templates and reports; (ii) Customer will accept and adopt AMCS' best practice business process recommendations and strive to adopt the default AMCS configurations; and, (iii) exceptions to AMCS' best practices will be limited to the extent necessary to comply with applicable government or regulatory requirements.**

5 **AMCS Platform Outputs: The AMCS Platform includes: (i) 'out of the box' printable outputs for a range of document types including: invoice, statement, payment receipt, credit note, roll-off ticket & scale ticket, examples of which can be reviewed upon request; (ii) a catalogue of standard reports to meet Customer's business needs (a list of the most recent report catalogue is available at: https://www.amcsgroup.com/media/vjujocc3/220630_standard-report-catalogue.pdf. A more detailed catalogue of the standard reports available is available upon request). The Professional Services estimate provided is based on the assumption that Customer will use one of each of the 'out-of-the-box' printed outputs (for example: invoice, statement, payment receipt, credit note, roll-off ticket, scale ticket) each with Customer's logo added.**

6 **In any Proposal or Work Order the Professional Fees: (i) if any, are an estimate which will apply only to the scope of the work as described; (ii) will be charged at the rates specified therein; and, (iii) are quoted**

on the premise that Customer will adapt Customer's existing processes to align with best practices and process flows of the AMCS Platform.

7 Training: Unless otherwise agreed in writing signed by the Parties, Training is provided by a digital training curriculum, through the AMCS Academy and webinars. Training will provided based on a 'Train the Trainer' model, where Customer will be responsible for training its end users. Any requests for additional training, after execution of the Proposal or Work Order, will be dealt with as a Change Request, for which additional charges will be applied.

8 Data Conversion:

8.1 Any Professional Fees estimate is based on the following: (i) conversion of data will be limited to a single database or set of data; (ii) if additional databases are to be converted, this will be handled as a Change Request, for which additional charges will be applied; (iii) it is the Customer's responsibility to ensure that the data is available in a usable format; (iv) accounts receivable and service history will not be included in any data conversion; (v) the mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer; and, (vi) the assumption that one (1) test iteration and one (1) final iteration will be required

8.2 The Parties recognize that if the data is not of suitable quality, additional conversion passes will be required increasing effort and costs. Data cleansing, if required, is solely the responsibility of the Customer. Should additional iterations be required due to data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor or any other variation to the data conversion statement contained in the Proposal or Work Order will be dealt with as a Change Request, for which additional charges will be applied.

8.3 **Data Entry/Data Migration**: The following sets out the data handling requirements, depending on the method of data entry or data migration specified in the Proposal or Work Order:

A. **Manual Data Entry (Hand Keying)**:

a. Customer is responsible for hand-keying of data, based on training & guidance provided by AMCS.

b. Customer shall hand key final balances into customer records in preparation for Go-Live using the Platform Adjustment option.

c. Customer is solely responsible for the scheduling and management of the hand-keying of data to meet project timelines.

B. **Data Migration:**

a. Professional Services project estimates are based on the assumption that three (3) test data migration iteration and one (1) final data migration iteration will be required. Any additional iterations required due to issues with data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor, additional budget will be required

b. Data validation and cleansing are solely the responsibility of the Customer.

c. Conversion of data is limited to a single database or a single set of data. If additional databases are to be converted, this will be handled as a Change Request for which additional charges will be applied.

d. Accounts Receivable and Service History will not be included in the data migration.

e. Project estimates are premised on the assumption that data in the source system is of good quality.

f. It is the Customer's responsibility to test and validate migrated data after each data migration iteration.

g. It is the Customer's responsibility to ensure that the data is available in a usable format.

h. The mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer.

i. Only data in the AMCS data scope will be migrated.

j. For new AMCS Customers: It is the Customer's responsibility to ensure that the data is available in a usable format prescribed by AMCS.

k. For existing AMCS Customers, converting to AMCS Platform: It is Customer's responsibility to extract and supply data from the source system in an AMCS prescribed format using scripts provided by AMCS. Customer to undertake data cleansing, if required, in the source system in advance of the data extraction.

9 **AMCS Pay: Unless expressly stated otherwise, Professional Services associated with AMCS Pay assumes a single (1) merchant account in AMCS Platform. Data conversion of stored credit cards or electronic payment data is not included in any implementation estimates within the Proposal or Work Order. If additional Professional Services are required (for example, but not limited to: multiple merchant accounts, data conversion, etc.) such request(s) will be dealt with as a Change Request, for which additional charges will be applied.**

10 **Go Live: AMCS' implementation cost estimates are based on a single go live event. If multiple go live events are required during the project, this will be dealt with as a Change Request, for which additional charges will be applied.**

11 **Acceptance:**

12 **During the implementation phase of each engagement, whether under the Proposal, a Work Order or Change Order, or otherwise, there will be key points where Customer is required to acknowledge completion of tasks/actions, whether by either Customer or AMCS. Unless Customer notifies AMCS in writing that it objects to/rejects any task/action, within ten (10) days of receiving notification from AMCS that the task/action is completed, then Customer is deemed to have accepted such task/action and AMCS will move to the next phase in the engagement.**

13 **User Acceptance Testing: User Acceptance Testing is the responsibility of Customer and is a critical component of the implementation project, ensuring that users are confident in using the system helping to minimize issues at go-live. Customer will have twenty (20) business days from its receipt of each deliverable, to test and evaluate whether the deliverable meets the applicable specifications and any other agreed requirement(s). Unless Customer rejects any deliverable in writing, providing a detailed description of the reason(s) for such rejection, within such twenty (20) business day period, the applicable deliverable shall be deemed accepted.**

14 **Success of a Professional Services project is dependent upon Customer: (i) appointing a designated Project Manager, with an alternate, for the duration of the project; (ii) providing appropriate project resources, as identified during the plan phase of the project; (iii) providing timely data evaluation, to avoid project testing delays; (iv) providing timely review and sign-off of deliverables documents; (v) making timely decisions, so as to adhere to the agreed project schedule; (vi) achieving timely completion of data cleansing and provision to AMCS in the agreed format; (vii) undertaking acceptance and performance testing of the in-scope tasks in a timely manner; (viii) taking responsibility for provision of, and documenting, the test scenario's applicable to Customer's business needs and ensuring that comprehensive coverage for UAT is provided; (ix) attending and participating in design, planning and other agreed workshops; (x) performing all Customer tasks in accordance with the agreed project schedule; (xi) promptly providing AMCS with appropriate access to Customer's existing systems, environments and facilities, as required. Should Customer fail to provide such resources then additional effort will be required from AMCS, which will increase the Professional Services required and so, Professional Services Fees.**

15 **Change Request Process: If a Change Request arises the Parties will discuss its implications, following which AMCS will provide a written proposal to Customer including details of the impact of the Change Request to the price, timeline and scope of the project. Unless Customer accepts such Change Request proposal within thirty (30) business days (which acceptance may be by email) Customer will be deemed to have rejected the Change Request proposal. If the Change Request proposal rejected by Customer relates to a Customer initiated Change Request, the project shall continue upon the existing scope and timeline. If the Change Request proposal rejected by Customer relates to circumstances beyond the control of the Parties and AMCS is unable to continue the project within the existing price, timeline and**

scope then AMCS will pause the project until an acceptable compromise is reached by the Parties. Each Change Request proposal agreed between Customer and AMCS shall form part of the Agreement. Where used herein a "Change Request" means any change to the scope or timeline of a project whether arising from a Customer request for changes or due to circumstances beyond the control of the Parties, for which additional charges will be applied.

16 [intentionally omitted]

17 Professional Services within a Proposal or a Work Order are an estimate, actual costs may vary. AMCS shall invoice Professional Services monthly in arrears, on an 'as incurred' basis. Professional Services are unrelated to Customer's obligation to remit Annual Subscription Fees (which are for Customer's use of the AMCS Platform and receipt of support) and so your payment of such fees are unrelated to, and shall not be contingent upon, delivery of Professional Services.

18 Professional Services do not include expenses, Customer shall reimburse AMCS for any reasonable and properly incurred out of pocket expenses relating to AMCS' provision of Professional Services which may include travel time to and from Customer's site, lodging, meals, telephone, and shipping, as may be necessary in connection with performance of the Professional Services duties under the Agreement by AMCS, all as pre-approved by Customer.

19 Professional Services are provided remotely, during the local office hours of the assigned AMCS employee.

20 Where appropriate, either Party may request on-site Professional Services which shall be agreed by the Parties in a Change Request, for which additional charges will be applied. Such on-site Professional Services are provided between 9:00am and 5:00pm at Customer's site, excluding weekends and public holidays ("local hours"). If Customer requires Professional Services at Customer's site, travel time will be charged at 50% of the hourly rate. If work or travel is undertaken at Customer's request outside of local hours, whether on-site or remotely, Customer will be invoiced at one point five (1.5) times the standard Professional Services hourly rate. Work performed or travel required at weekends or during public holidays will be invoiced at two (2) times the standard Professional Services hourly rate.

21 Any changes to, postponement or cancellation of, Professional Services shall be subject to Customer providing not less than ten (10) days prior written notice to AMCS (which may be by email). If less than ten (10) days notice is provided, AMCS shall be entitled to recover it's the full personnel costs of the scheduled Professional Services, as well as any non-cancellable travel expenses.

22

AMCS 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 as applicable for any employees AMCS may maintain in 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.

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.

23 **AMCS 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, AMCS is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of AMCS' provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that AMCS may be precluded from recovering payment for such unauthorized goods or services. Accordingly, AMCS agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if AMCS provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Customer's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by AMCS. AMCS assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Customer contracts for goods and services, except revenue producing contracts.**

SCHEDULE 3
DATA PROCESSING ADDENDUM

1 **Definitions:**

"**Addendum**"	this Data Processing Addendum.
"AMCS Companies"	means Advanced Manufacturing Control Systems Limited and any business entity more than fifty percent (50%) owned by Advanced Manufacturing Control Systems Limited (including AMCS Group Inc., and AMCS Canada Inc.);
"**Data Controller**"	the Party that decides the purposes and methods of processing Personal Data.
"**Data Processor**"	a Party which processes personal data on behalf of Data Controller.
"**Data Subject**"	a living person who can be identified from Personal Data.
"**Data Protection Legislation**"	has the meaning set out in the GToS and includes, as applicable, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 (collectively, as applicable, "**CCPA/CPRA**"), the United States' Gramm-Leach-Bliley Act ("**GLBA**"), the Personal Information Protection and Electronics Document Act, of Canada ("**PIPEDA**") and such other national, state and provincial laws as and when applicable, as they are amended and replaced.
"**Personal Data**"	any information processed by AMCS under the Agreement concerning or relating to a living person from which such person could be, directly or indirectly, either identified or identifiable or is otherwise protected under Data Protection Legislation.
"**process**" or "**processing**"	any operation or set of operations performed on Personal Data including storing, collecting, retrieving, using, combining, erasing and destroying Personal Data, as may be defined and described under Data Protection Legislation, and can involve automated or manual operations.
"Purposes"	means those listed in Annex 1 below.
"Services"	has the meaning set out in the GToS.
"Third Party Processors"	means those third parties listed in Annex 1 and any that Customer subsequently consents to, in writing.

2 **Effect of Addendum**

2.1 This Addendum constitutes an addendum to the Agreement in accordance with its terms and forms a part of it. All provisions of the Agreement shall remain in full force and effect except to the extent they may conflict herewith with respect to the processing of Personal Data. This Addendum shall remain in effect for so long as the Agreement remains in effect or AMCS or any subprocessor retains any Personal Data.

3 **Data Protection**

3.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

3.2 The Parties acknowledge that for the purposes of the Data Protection Legislation: (i) where the Product(s) are provided and operate in the cloud, Customer is the Data Controller and AMCS is the Data Processor; and, (ii) where the Product(s) are provided and operate on-premise, Customer is both Data Controller and Data Processor, whilst AMCS is the Data Processor to the extent Customer seeks the Services.

3.3 Customer authorizes AMCS to process Personal Data to provide the Services in accordance with this Addendum and Annex 1 hereto and AMCS shall process Personal Data for such purposes in compliance with Data Protection Legislation.

3.4 Without prejudice to the generality of clause 3.1, AMCS will, in relation to any Personal Data processed in connection with the performance by AMCS of its Services obligations under the Agreement:

3.4.1 process that Personal Data for the Purposes, only in accordance with the terms of the Agreement and any written instructions of the Data Controller;

3.4.2 if AMCS is required by applicable laws to process such Personal Data for other purposes, promptly notify Customer of such other purposes before performing the processing unless such applicable laws prohibit Data Processor from so notifying Customer;

3.4.3 subject to clause 3.4.2, not disclose any Personal Data to any third party without the prior written consent of Customer;

3.4.4 ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

3.4.5 ensure that all AMCS' personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

3.4.6 not transfer any Personal Data outside of the jurisdiction unless with the prior written consent of Customer and the following conditions are fulfilled:

(i) Customer or AMCS has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) AMCS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) AMCS complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;

3.4.7 assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.4.8 notify Customer without undue delay on becoming aware of a Personal Data breach;

3.4.9 at the written direction of Customer delete or return (in that format specified in the Agreement or as is produced by using the Product's standard data export facilities) Personal Data and copies thereof to Customer on termination of the Agreement unless required by Applicable Laws to store the Personal Data;

3.4.10 maintain complete and accurate records and information to demonstrate compliance with this clause 3 and allow for audits by Customer or Customer's designated auditor in accordance with the audit provision of the Agreement; and,

3.4.11 comply with all reasonable requests of Customer resulting from any such audit described in clause 3.4.10.

4 **CCPA/CPRA**

4.1 Notwithstanding any similar or conflicting provision herein, this Section 4 shall apply to any Personal Data that is governed by CCPA/CPRA.

4.2 Customer represents and warrants to AMCS that any Personal Data disclosed by or on behalf of Customer hereunder is provided solely for the Purposes, each of which is a "Business Purpose" (as defined under CCPA/CPRA).

4.3 AMCS certifies, pursuant to Section 1798.140(d)(1) of the CCPA/CPRA, that AMCS shall: (i) only retain, use and disclose Personal Data for the Purposes and not for any other commercial purpose or otherwise outside the relationship between AMCS and Customer; (ii) not sell or share Personal Data in violation of CCPA/CPRA; (iii) only combine personal information obtained from Customer pursuant to CCPA/CPRA and its regulations; (iv) otherwise comply with its obligations under CCPA/CPRA; and (v) promptly notify Customer if it can no longer comply with its obligations under CCPA/CPRA.

4.4 AMCS acknowledges and agrees that Customer shall have the right to take reasonable and appropriate steps to (i) ensure that AMCS processes the Personal Data in a manner consistent with Customer's obligations under CCPA/CPRA, and (ii) stop and remediate unauthorized processing of Personal Data. Customer shall promptly inform AMCS of any consumer request made pursuant to CCPA/CPRA that AMCS must comply with, and Customer will provide the information necessary for AMCS to comply with such request.

5 **GDPR**

5.1 Notwithstanding any similar or conflicting provision herein, this Section 5 shall apply to any Personal Data that is governed by GDPR.

5.2 Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Legislation. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Customer and AMCS in connection with the Purposes complies with Data Protection Legislation. If any transfer of Personal Data between Customer and AMCS requires execution of the European Commission's Standard Contract Clauses ("SCCs") in order to comply with Data Protection Legislation, Customer, as controller and data exporter, and AMCS, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs in such case.

6 **Appropriate Safeguards**

6.1 AMCS will not appoint any Third-Party Processor of Personal Data under the Agreement, without Customer's prior written consent. Customer hereby consents to the Third-Party Processors processing Personal Data for the Purposes listed in Annex 1 which may include the transfer of Personal Data to such Third-Party Processors.

6.2 Where Customer provides consent pursuant to Section 6.1 of this DPA, AMCS has entered, or will enter, into an agreement with such Third-Party Processor incorporating terms which are substantially similar to those set out in Section 3.4, Section 4 and Section 5, as applicable.

6.3 As between Customer and AMCS, AMCS shall remain fully liable for all acts or omissions of any Third-Party Processor appointed pursuant to this Section 6.

6.4 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Back-Up Policy.

7 **Miscellaneous**

7.1 **Customer Affiliates**. The terms of this DPA shall apply equally to any Personal Data processed by or on behalf of AMCS for any Customer Affiliate. Customer is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Customer affiliate and shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by its Affiliates receiving Services under the Agreement are deemed acts and omissions of Customer.

7.2 **Customer Obligations**. If Customer directs AMCS to provide Personal Data to any of Customer's other vendors or its representative (other than AMCS), Customer shall be responsible for the acts and omissions of such vendor or representative with respect thereto. Customer shall be responsible for maintaining all rights (including the lawful legal basis), obtaining all consents and providing all notices, in each case, required for AMCS to process Personal Data for the Purposes. Customer remains responsible for ensuring that its retention, use, disclosure or other processing of Personal Data complies with its policies and practices and the laws applicable thereto.

7.3 **Enforcement**. This DPA shall be deemed incorporated into and a part of the Agreement. This DPA, together with the Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. All claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

_____

Annex 1

Processing, Personal Data and Data Subjects

1 **Processing by the Provider**

1.1 **Scope**: AMCS may act as a Data Processor in fulfilling the following:

1.1.1 standard day to day processing of Customer data for AMCS Cloud based Products

1.1.2 delivering AMCS Product solutions to Customer

1.1.3 software maintenance and resolution of issues

1.2 **Purpose of processing**: AMCS will process data for the following reasons:

1.2.1 **Provision of SaaS Services**: Where AMCS' SaaS Products operate in the cloud, these products host and process Personal Data on behalf of Customer using AMCS developed or licensed applications.

1.2.2 **Services Delivery**: AMCS may process Personal Data in the facilitation and provision of Services and Software Support, and otherwise for purposes of complying with any of its obligations and asserting any of its rights under the Agreement, evidencing its performance of Services under the Agreement, complying with applicable law, and complying with any other instruction provided by or on behalf of Customer ("**Purposes**"). Personal Data may also be anonymized, deidentified or encrypted in compliance with applicable law, and it may be utilized in such form for the Purposes. During the delivery of AMCS solutionsServices to Customer, it may be necessary to process data on behalf of Customer, which could include:

1.2.2.1 migration of data to an AMCS Solution database. This could be from one of Customer's database(s) to another. Such database may be located either in the Cloud or on the Customer's premises.

1.2.2.2 testing of the Services prior to go live.

1.2.2.3 assisting Customer with first runs of key business processes, if required.

1.2.2.4 debugging of solution prior to Customer Readiness sign off.

1.2.2.5 improvement of Services.

1.2.3 **Software Support**: In order for AMCS to deliver software Support Services, there will be occasions when AMCS will require access to, and may process, Personal Data in order to satisfactorily resolve issues that arise. Support Services may include:

1.2.3.1 **case resolution**- resolving customer issues that may occur during the use of the Product.

1.2.3.2 **upgrading Product** – It is important that product version be kept up to date and software support teams may need access to data in the product upgrade process.

1.2.3.3 **data archiving**- In order to maintain a performing product, it will be necessary to archive data that is no longer required for immediate day to day processing, but may be required to retain for business reasons. In providing this service AMCS software support teams may need access to data in the Product.

1.2.3.4 **performing complex configuration or changes** – Some changes to Customer's services or pricing will require assistance of AMCS software support teams. In delivering this service the AMCS software support teams may need access to data in the Product.

1.2.3.5 Developing solutions, features or reports.

1.3 **Duration of the processing**:

1.3.1 The duration of processing will vary depending on the task or service being delivered but data will only be retained for as long as is necessary to perform and deliver services.

1.3.2 The data that is processed in SaaS products where data is stored in the cloud is retained on behalf of the Data Controller. The Data Controller will determine how long that this data is retained for.

1.3.3 If it is necessary to copy data in order to perform maintenance support, the data will be deleted as soon as the support task has been completed and verified by the customer in accordance with AMCS' policies and procedures.

2 **Types of Personal Data**

The Product requires certain Personal Data for effective operation of Customer's business. Such data allows Customer to manage their customers, and to deliver the products and services their customers purchase. The types of personal data that may be processed by AMCS include:

2.1 Name
2.2 Address
2.3 Phone Numbers
2.4 Email Addresses
2.5 Bank Details
2.6 GPS coordinates

3 **Categories of Data Subject**

The data subjects that AMCS may access or collect data on are as follows:

3.1 **Customer**: During the course of day to day operations AMCS will have access to Personal Data for the Customer personnel with whom they engage. Correspondence with such personnel would typically be retained to document delivery of Services.

3.2 **Customer's customers**: The companies and individuals who subscribe to the Customer's products and services, which customer data is entered into the Product in the course of providing such products and services.

4 **Approved Third Party Processors:**

4.1 **AMCS Group Companies**
4.2 **Quentic Group Companies** (part of the AMCS Group)
4.3 **iLand** - global cloud service provider
4.4 **Microsoft Azure** - global cloud service provider
4.5 **DSRC (UK) Limited and Data Software Research Company Private Limited** (India) - software development services
4.6 **Geotab** (Canada) – vendor of computerized information services
4.7 **Edge R&D, LLC** (USA) – professional services consultant
4.8 **Dariusz Siwek Logistics** (Poland) - software support and development services

Engineering Committee Meeting

Meeting Date: November 25, 2025

Section 319(h) FY21 Grant-Element 12

Phase 2 Biota Implementation in an Urban Stream through Aquatic Habitat Restoration

No-Cost Time Extension

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Augusta Engineering accepting no-cost time extension to Georgia Environmental Protection Division (EPD) Section 319(h) FY21 Grant – Element 12 Phase 2 Biota Implementation in an Urban Stream through Aquatic Habitat Restoration and authorize mayor to execute associated documents. / AE
Background:	The Clean Water Act Section 319(h) Water Quality grant funds support activities to identify and implement projects for reduction of prioritized risks and concerns in the community such as source assessment and control of pollutant of interest load within state listed impaired water bodies. Biota grant targeted activities include restoring healthy macroinvertebrate and fish through instream aquatic habitat restoration practices. On September 6, 2022, Augusta Commission authorized Augusta Engineering (AE) acceptance of this grant and Augusta entered into the associated contract with EPD on September 20, 2022. The grant is expiring on the December 31, 2025 expiration date. No-cost time until 3/31/2026 is needed to complete sufficient data collection and analyze the data collected. The target watershed is Rocky Creek basin.
Analysis:	Grant is reaching its end of current contract period, however, hurricane Helene caused delayed completing needed filed work to analyze the effectiveness of instituted improvements within the creek base flow zone. EPD & AE discussed no-cost time extension until Marach 31, 2026 for completing data collection and analyzing it. Accordingly, EPD has provided a contract amendment reflecting the time extension. There is no cost associated with the extension.
Financial Impact:	No additional funding is required. It is no cost time extension.
Alternatives:	No alternatives are recommended.
Recommendation:	Approve and authorize Augusta Engineering accepting no-cost time extension to Georgia Environmental Protection Division (EPD) Section

319(h) FY21 Grant – Element 12 Phase 2 Biota Implementation in an U
Stream through Aquatic Habitat Restoration and authorize mayor to execute associated documents. / AE

Funds are available in the following accounts: **N/A**

REVIEWED AND APPROVED BY: HM/sr

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Jun 25, 2024

Dr. Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering and Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

RE: Executed NCTE Amendment to Contract for Section 319(h) FY2021 Grant - Element 12
Augusta, Georgia (Augusta-Richmond County)
Phase 2 Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

Dear Dr. Malik:

Please find enclosed an electronic file of the executed NCTE Amendment for the above referenced project between your organization and the Georgia Environmental Protection Division. The contract amount remains $117,058.00 and requires a minimum match of $111,815.00. The Amendment extends the Contract through December 31, 2025, by which time all outputs required for the project must be complete. As delineated in the executed contract, all covenants, agreements and stipulations in Part 200 Chapter II of Subtitle A, Title 2, Code of Federal Regulations are applicable to this project.

If there are any questions concerning the project, please contact Mary E Gazaway with the NonPoint Source Program, Grants Unit at (470) 524-0556 or mary.gazaway@dnr.ga.gov .

Thank you for your participation in this Amendment. My staff and I look forward to continuing your work on this important project to control nonpoint source pollution.

Regards,

Jeffrey W. Cown

Jeffrey W. Cown
Director

JWC:meg

Enclosure (1 electronic version)

Cc: Cc: Garnett L. Johson, Mayor; Oscar P. Flite III, Ph.D., Associate Director for Stormwater and Environmental Services

STATE OF GEORGIA
COUNTY OF FULTON

Contract # 751-230030

AMENDMENT 1

WITH

AUGUSTA, GEORGIA (AUGUSTA–RICHMOND COUNTY)

FOR

PHASE 2 BIOTA IMPROVEMENT IN AN URBAN STREAM THROUGH AQUATIC HABITAT RESTORATION

SECTION 319(h) FY21 GRANT - ELEMENT 12

THIS MODIFICATION made this 30th day of June 2024, to a pre-existing contract dated September 30, 2022, between the AUGUSTA, GEORGIA (AUGUSTA–RICHMOND COUNTY) hereinafter referred to as the "Contractor," and the ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES, STATE OF GEORGIA, hereinafter referred to as the "Division."

WITNESSETH

WHEREAS, the Contractor and the Division had previously entered into a contract on September 30, 2022, (a copy of which is attached) which they now desire to modify in certain particulars:

NOW, THEREFORE, it is mutually agreed that the attached contract shall be modified in the following manner:

1. In the contract, For Item 3, Term; Time of Performance, delete the date of June 30, 2024, and substitute in its place December 31, 2025.
2. In the contract, for Appendix A, Scope of Work, delete the existing Appendix A: Scope of Work and substitute in its place the attached Appendix A: Scope of Work – Revision 1

which extends the Project End Date.

3. In the Contract, for Appendix B, Project Schedule, delete the existing Appendix B: Project Schedule and substitute in its place the attached Appendix B: Project Schedule – Revision 1 which extends the contract term with additional quarters and reallocates quarterly federal grant drawdown and match amounts.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

The Environmental Protection Division of the Department of Natural Resources, State of Georgia

BY: Jeffrey W. Cown

Jeffrey W. Cown
Director

Date: 06/25/2024

Augusta, Georgia (Augusta-Richmond County)

BY:

Garnett L. Johnson
Mayor

Date: 06/21/2024

APPENDIX A – REVISION 1
Scope of Work
Section 319(h) FY2021 Grant – Element12

1. **Project Title:** Phase 2 - Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

2. **Lead Organization:** Augusta, GA (AKA Augusta-Richmond County)
535 Telfair Street, Building 4000
Augusta, GA 30901
(706) 796-5040
(706)796-5045

Primary Contact: Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
Engineering Administration
452 Walker Street, Suite 110
Augusta, GA 30901
(706) 796-5040
(706) 796-5045
hmalik@augustaga.gov

Project Start Date: August 2022
Project End Date: December 31, 2025

Federal Amount Requested:	**$117,058**
Match Amount to be Contributed:	**$111,815**
Total Project Amount:	**$228,873**

3. **Project Goals:**

Phase 2 of this project continues to implement a 2018 Nine-Element Watershed Management Plan (WMP) for the Augusta Canal (HUC-12 #030601060601)/Butler Creek (HUC-12 #030601060602)/Beaverdam Ditch (HUC-12 #030601060607) Watersheds in the Savannah River Basin by addressing Bio F and Bio M water quality impairments in an 8-mile portion of Rocky Creek (HUC-12 030601060607) in Augusta-Richmond County, Georgia. Project goals are to increase a fish Index of Biotic Integrity (IBI) to >16 (Very Poor) and a macroinvertebrate Multi-Metric Index (MMI) in a 100-point scale to >5 (Very Poor). Restoration of biological health may also decrease fecal coliform concentrations based on a well-supported scientific food web theory. These efforts will be documented through pre- and post-BMP monitoring using GAEPD/GADNR standard protocols for sampling fish and macroinvertebrates in streams. Habitat will be restored by directly adding Best Management Practices (BMPs) to the stream to encourage a more natural riffle-pool geomorphology over time and support habitat diversity.

The project supports sections of **Georgia's Statewide NPS Management Plan (2014):** 319 Grants, Key Stakeholders, Funding, page 92; Water Quality Monitoring, Program Issues, Short Term Goal 1.1 page 64; Water Quality Monitoring, Program Issues, page 79; 319 Program, Short Term Goal 8.1, page 97; Water Quality Monitoring, Short Term Goal 2.4, Page 85; Urban, Short Term Goal 4.2, Page 105; and 319 Grants, Long Term Goal 13, Page 99.

4. Project Background:

Due to delays caused by the COVID-19 pandemic, project activities will be achieved in two phases. Contracted under a Section 319(h) FY2016 grant, Phase 1 resulted in the completion of the following Project Activities and Tasks plus quarterly, annual, and close-out reporting:

Project Activity: Reach out to representatives & convene 3 meetings of Watershed Partnership developed throughout the previous TMDL planning process

Task 1: Introduce project to appropriate watershed partners

Task 2: Convene 3 meetings to solicit input, encourage support, and publicize project

Project Activity: Survey and qualify assessment of existing habitat.

Task 3: Survey of existing habitat in 8-mile reach of Rocky Creek

Task 4: Pre-BMP installation assessment of macroinvertebrate and fish communities in observed habitats

Project Activity: Install BMPs from available options as determined by the assessment

Task 5: Survey of selected reach

Task 6: Engineering Design of Structures

Phase 2 will continue the project based on Project Activities and Tasks listed in **5. Project Activities** below. The BMP installation targets a minimum of 0.25 stream miles (1320 linear feet) along the 6-mile "Headwaters to SR56" reach, with a spacing of approximately one feature every 50-200 ft. Point Bar Formation/Stabilization Structure; Pipe Refugia; Widener/Woody Habitat/Low flow Concentrator; Pool Enhancer; and Cross-Channel Rock Vane BMPs have been evaluated and chosen based on in-stream assessment, project cost, ability to install, and six research/restoration priorities developed by the project team.

A 2016 Total Maximum Daily Load (TMDL) evaluated both a 6-mile segment (Headwaters to SR 56, formerly Headwaters to Phinizy Ditch) and a 2-mile reach (SR 56 to below New Savannah Road) of Rocky Creek in Augusta as Very Poor for diversity in fish and macroinvertebrate community populations. The TMDL does not call for further reduction in sediment loading from external sources into Rocky Creek:
https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Savannah%20Biota%20Impacted%20TMDL%20Report%20%5B2016%5D.pdf

Reduction of sediment will be pursued as an ancillary benefit of habitat BMPs and may improve biotic health further. Therefore, the BMPs selected for this project are intended to stabilize the creek bed and banks so they provide long term habitat as opposed to unconsolidated stream bed and bank sediments.

A fecal coliform bacteria TMDL developed in 2000 for the 2-mile segment of Rocky Creek established an 80% load reduction to achieve state water quality standards: https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/EPA_Rocky_Creek_Fecal_TMDL.pdf

By improving the fish and macroinvertebrate communities, this project will upgrade the overall food web, and help to create an environment that is less hospitable for fecal bacteria.

5. Project Activities:

Project Activity: Install BMPs from available options as determined by the assessment

Task 1: Install and provide for operations and maintenance of structures that create in-stream habitat for biota including fish and macroinvertebrates over a wide range of the food web and varying depth in the water column.

Deliverables: Installation of structural practices; Records of BMP inspections and maintenance kept and made available for review beyond the term of this contract.
Measures of Success: Completion of structural practice installations; BMPs operated and maintained for expected lifespan and in accordance with commonly accepted standards to ensure proper functioning of system as designed.

Project Activity: Targeted monitoring to track post-BMP water quality trends including improvement towards achieving stated goals

Task 2: Post-BMP sampling assessment of macroinvertebrates and fish above, in, and below the BMP installations, including the historic GAEPD monitoring sites, using GAEPD (2007)/GADNR(2005) protocols

Deliverables:
- Finalized QA/QC Water Quality Monitoring Plan for macroinvertebrate & fish assessments
- Post-BMP metrics for stream showing value of BMP compared to areas of stream without habitat restoration

Measures of Success:
- Finalized QA/QC Water quality Monitoring Plan approved by GAEPD
- Data showing an IBI >16 in fish and an MMI >5 in macroinvertebrate biometric values

Project Activity: Publicize study results to scientific and general audience

Task 3: Develop a Case Study paper to summarize the project and publicize through project partner websites and social media outlets

Deliverables:
- Completed paper and
- Presentation made accessible to general public

- Access to presentation through social media

Measures of Success: Documented views of presentation on social media outlets

Task 4: Develop a Case Study paper to summarize the project and present to scientific community at regional water conference

Deliverables:

- Completed paper and
- Presentation at Georgia Water Resources Conference or similar conference

Measures of Success: Acceptance of talk and paper at conference

Project Activity: Reporting Requirements

Task 5: Submit Quarterly Reports, including WBE/MBE reports and invoices, by the 15th of January, April, July, and October of each year during the grant period.

Deliverables: Quarterly deliverables, monitoring data reports, invoices and supporting documentation reporting progress on project and using template provided by GAEPD.
Measures of Success: Quarterly deliverables, monitoring data reports, invoices and supporting documentation reviewed and approved by GAEPD.

Task 6: Participate in project review meetings with GAEPD based on the following schedule: Six months and twelve months after the project start date, then annually through the project term.

Deliverables: Attendance at meetings and verbal or written responses to GAEPD.
Measures of Success: Full participation at all project review meetings.

.

Task 7: Submit Final Invoice and Closeout Report to GAEPD for review.

Deliverables: Final Invoice and Closeout Report
Measures of Success: Final Invoice and Closeout Report reviewed and approved by GAEPD.

6. Roles and Responsibilities of Participating Organizations:

Organization Name	Specific Responsibilities
City of Augusta	• Account for 40% of total project costs in matching funds or in-kind services • Pay funds to appropriate contractor(s) and vendor(s) • Request reimbursements from GAEPD on a quarterly basis • Track the progress of project activities completed, grant funds expended, and match values provided in accordance with the drawdown & implementation schedule • Complete and submit quarterly progress reports and

	invoices to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year • Participate in project review meetings with GAEPD each project year • Complete & submit close-out report at conclusion of project
GAEPD	• Provide 60% of total project costs • Review and approve project deliverables • Participate in meetings, as appropriate • Review and assist as needed with 319(h) Grant protocols • Provide project oversight and contract management • Provide monitoring guidance and training
Phinizy Center for Water Sciences	• Contract with City of Augusta to perform the following: • Sample, identify, and enumerate aquatic insect and fish species • Assist in report writing • Assist in BMP construction • Subcontract for the following services under an existing subagreement and with a previously approved professional: o Install and maintain rain gauges and water level loggers o Develop rating curves o Assist in report writing

7. Project Location:

Rocky Creek runs through and lies entirely within Richmond County. It is a tributary to the Savannah River.

a) Project Area Description and Map:

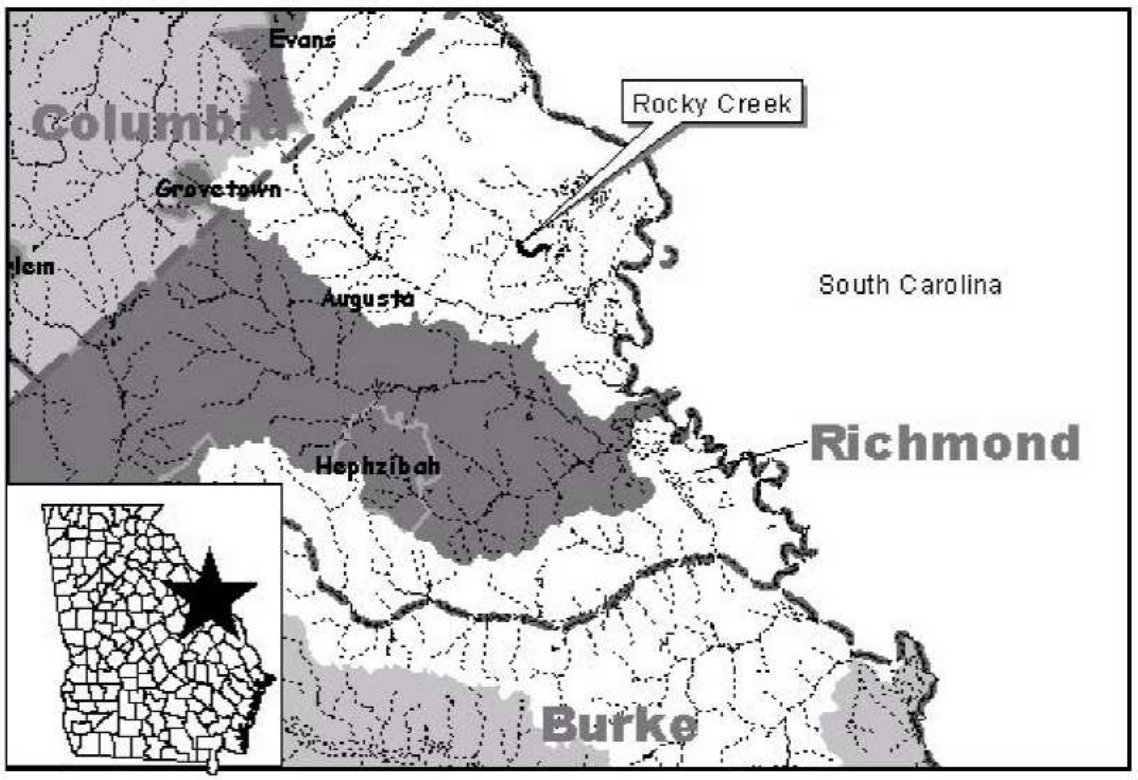


Figure 1. Location of Rocky Creek in the Augusta-Richmond County Area



Figure 2. Rocky Creek Watershed including impaired reaches and proposed restoration area (Red-Fecal Coliform Impaired Reach, Orange-Macroinvertebrate Impaired Reach, Blue-Proposed Target Area)



Figure 3. Aerial photo of the extent of proposed restoration area with Milledgeville Road bordering upstream on the left and Wheeless Road bordering downstream on the right

b) Project Area Size (Acres): 8,107 acres

c) County or Counties: Richmond

d) Land Uses within the Watershed(s) or Project Area (Percentages):

Agricultural	6%
Commercial Forestry	0%
Urban/Residential	78%
Mining/Extraction	1%
Forest/Natural Areas	13%
Water/Wetlands	2%
TOTAL	100%

Data Source & Date: *Draft Total Maximum Daily Load Evaluation for Seven Stream Segments in the Savannah River Basin for Sediment, 2015*

e) Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):
HUC-10: #0306010606 Name: Rocky Creek Priority: NA

8. Nonpoint Source Pollution Impairments and Healthy Waters:

a) Section 305(b)/303(d) List of Waters:

Water Body Segment Name (Segment Length (Miles) or Embayment Acreage)	County Location(s)	Criterion Violated or Water Quality Concern (Healthy Water)	Listing Status Category 4a, 5 or 1
Rocky Creek (2 miles)	Richmond	Bio M, Bio F, Fecal Coliform	4a
Rocky Creek (6 miles)	Richmond	Bio M, Bio F	4a

b) Secondary Pollutant(s):
In addition to the impairments already listed, there is evidence that sediment from the stream itself could be contributing to sediment load in the stream. Significant gully and

channel erosion can be observed in the channel as well as a great deal of bed movement. Higher flows cause significant movement of bed features.



9. Monitoring:

DRAFT QA/QC Water Quality Monitoring Plan as Attachment *(listed in Section 11.)*

GADNR, 2005-*Standard operating procedures for conducting biomonitoring on fish communities in wadeable streams in Georgia* at http://www.georgiawildlife.com/node/913

GAEPD, 2007-*Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia; Standard Operating Procedures* at http://epd.georgia.gov/macroinvertebrate-bioassessment-standard-operating-procedures-sop-and-metric-spreadsheets

GAEPD is working on revising the multi metric index (MMI) used to assess the health of macroinvertebrate communities. See current assessment guidelines below: http://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Guidelines%20for%20Listing%20and%20Delisting%20of%20Biological%20Data_Feb2016_Version1_2_Revised_August%202016.pdf

10. Project Budget:

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
A	Personnel: One (1) AED Director – approximately 0.007 FTE ($170,000/year) for 2 years Description of Duties: City Project Management, Project oversight, BMP decisions		2,380	2,380
	One (1) Stormwater Serv. Mgr. - approximately 0.15 FTE ($122,000/year) for 2 years Description of Duties: Project Management, Project oversight, Fieldwork, BMP decisions		36,600	36,600
	One (1) Engineering Mgr. - approximately 0.01 FTE ($109,900/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		2,198	2,198
	One (1) Stormwater Coordinator - approximately 0.01 FTE ($60,672/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		1,213	1,213
	One (1) Staff Engineer - approximately 0.01 FTE ($79,000/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		1,580	1,580
	One (1) AED Assist. Director – approximately 0.01 FTE ($101,000/year) for 2 years Description of Duties: City Project Management, Project oversight, BMP decisions		2,020	2,020
	One (1) Asset Manager - approximately 0.01 FTE ($106,000/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		1,908	1,908
	One (1) GIS analyst - approximately 0.01 FTE ($48,847/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		977	977
	One (1) GIS analyst - approximately 0.01 FTE ($58,532/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		1,171	1,171
	Sub Total:	**0**	**50,047**	**50,047**
B	Fringe Benefits: Included in Item A @ a rate of 30%		0	0
	Sub Total:	**0**	**0**	**0**
C	Travel: Staff Position: Purpose of Travel: 833 Miles x Mileage Rate ($.545 mile)		0	0
	Sub Total:	**0**	**0**	**0**
D	Equipment: Equipment: Purpose/Use:			
	Sub Total:	**0**	**0**	**0**
E	Supplies: Supplies: Purpose/Use:			
	Sub Total:	**0**	**0**	**0**

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
	CONTRACTUAL: PHINIZY CENTER (NGO) Up to four (4) Aquatic Ecologists – approximately 0.125 FTE ($35,000/year) for 2 years = $35,000 Description of Duties: Assisting with BMP sites survey, aquatic sampling and subcontracting the following for BMP construction: • One (1) Project Engineer- approximately 0.25 FTE ($80,000/year) for 2 years = $40,000 Description of Duties: BMP selection and engineering, assist with survey, report writing and project management • One (1) Construction Contractor - TBD = $103,826 Description of Duties: Install BMPs	117,058	61,768	178,826
	Sub Total:	**117,058**	**61,768**	**178,826**
G	Construction: (Does not apply to GAEPD Section 319(h) Grants)	N/A	N/A	N/A
H	Other:			
	Sub Total			
I	Total Direct Charges: (Sum of A-H)	**117,058**	**111,815**	**228,873**
J	Indirect Charges: (0% Eligible for Reimbursement with Federal Dollars)	N/A	Up to 100%	
K	**Total:** (Sum of I and J)	**117,058**	**111,815**	**228,873**

Narrative Justification for Item Class Categories:

Personnel (A): Personnel in this item class category are all Augusta-Richmond County employees within the Augusta Engineering Department (AED) and are all contributing time as Non-Federal matching contributions to the project. Since this project includes stream restoration efforts that have potential impacts on in-stream flows within one of the Richmond County streams, the AED will treat this as a submitted county construction project which will go through our plan review and permitting processes. In addition, this project requires more specialized elements that include engineering, buffer assessments and permitting, BMP installation and monitoring, aquatic ecology, project management, and water quality assessments. All necessary personnel to perform those necessary duties are included in this grant.

- AED Director: approximately (0.007 FTE @ $170,000/year) will have project oversight duties, will be involved in planning, and will participate in draft and final report reviews.
- AED Stormwater Services Manager: approximately (0.15 FTE @ $122,000/year), will oversee, manage and coordinate project, provide aquatic ecology and water quality technical advice, input on BMP decisions, and organize and participate in fieldwork.
- AED Engineering Manager: approximately (0.01 FTE @ $109,900/year), will provide plan review oversight, engineering design support, permit writing support, input on BMP decisions and monitoring, and project management support.
- AED Stormwater Coordinator: approximately (0.01 FTE @ $60,672/yr) will have BMP design input, fieldwork and project management responsibilities.
- AED Staff Engineer: approximately (0.01 FTE @ $79,000/yr) will have BMP design input, engineering design support, fieldwork and project management responsibilities.

- AED Assistant Director-Maintenance: approximately (0.01 FTE @ $101,000/yr) will have project management, project oversight, and site maintenance responsibilities.
- AED Asset Manager: approximately (0.01 FTE @ $106,000/yr) will have GIS, survey, and BMP design input.
- AED GIS analyst: approximately (0.01 FTE @ $48,847/yr) will have GIS, survey, and BMP design input.
- AED GIS analyst: approximately (0.01 FTE @ $58,532/yr) will have GIS, survey, and BMP design input.

Fringe benefits (B): Personnel in this item class category are all Augusta-Richmond County employees within the Augusta Engineering Department (AED) and are all contributing time as Non-Federal matching contributions to the project. Fringe benefits rate for AED employees is 30% and fringe benefits are included in Personnel Line Item.

Supplies (E): Supplies have been reallocated to Contractual expenses

Contractual (F): Phinizy Center for Water Sciences will be the Contractual Manager for the project and will make use of an existing subcontract and approved professional relationship as well as subcontract with qualified companies, consultants, and institutions to outsource monitoring, engineering and construction services. See below Justification for scope of services.

- Phinizy Center for Water Sciences: Phinizy Center (0.125 FTE @$35,000/year) includes at a maximum four (4) staff members experienced in aquatic ecology and geomorphology in urban streams. Personnel qualified for this function include aquatic ecologists, researchers, and other specialists to perform post-BMP implementation surveys, geomorphic characterizations, hydrologic analyses, and report writing. The team will also be involved in taking advantage of an existing subagreement and a previously approved professional relationship to outsource aquatic monitoring services. In addition, Phinizy Center will outsource for microelectronics, survey assistance, and report writing, where needed and subcontract the following for BMP construction:
- One (1) Project Engineer - approximately 0.25 FTE ($80,000/year) for 2 years = $40,000 for BMP selection and engineering, assist with survey, report writing and project management.
- One (1) Construction Contractor - TBD = $103,826 to install BMPs.

Phase 2 of this project will install Bioengineering BMPs within Rocky Creek to increase available habitat for aquatic insect and fish populations. Most supplies have already been acquired in Phase 1. However, the budgets for BMP installation in this Line Item may include additional items for construction and live plants.

Planting

- Live Stakes: ($1-$4 each) assuming a minimum of 12 groups of 50 at $4 each = $2,400
- Herbaceous Plugs = $3,000

Additional Items

- Temporary Construction Entrances (2) = $4,000

11. Project Attachment(s):

Link: 2018 Nine-Element Watershed Management Plan for the Augusta Canal (HUC-12 #030601060601) / Butler Creek (HUC-12 #030601060602) / Beaverdam Ditch (HUC-12 #030601060607) Watersheds in Savannah River Basin
https://epd.georgia.gov/document/document/augustacanalbutlercreekbeaverdamditchwmp0306010606y2018pdf/download

Attachment 1: Post-BMP QA/QC Water Quality Monitoring Plan

Appendix B - REVISION 1: Phase 2 Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

	Initial	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th Quarter			6th Quarter			7th Quarter			8th Quarter			9th Quarter			10th Quarter			11th Quarter			12th Quarter			13th Quarter			14th Quarter			Total
Grant Drawdown Amount	**$117,058**	**$0**			**$0**			**$24,263**			**$0**			**$19,977**			**$21,181**			**$18,345**			**$8,000**			**$0**			**$3,980**			**$4,618**			**$0**			**$4,988**			**$11,706**			**$0**
Percent Federal Remaining	**100%**	**100%**			**100%**			**79%**			**79%**			**62%**			**44%**			**28%**			**22%**			**22%**			**18%**			**14%**			**14%**			**10%**			**0%**			**0%**
Match Amount	**$0**	**$0**			**$723**			**$11,207**			**$534**			**$15,201**			**$17,156**			**$15,926**			**$11,500**			**$4,817**			**$5,791**			**$7,478**			**$6,800**			**$3,500**			**$11,182**			**$111,815**
Percent Match Accrued	**0%**	**0%**			**1%**			**11%**			**11%**			**25%**			**40%**			**54%**			**54%**			**54%**			**54%**			**54%**			**54%**			**54%**			**64%**			**100%**
Milestones/Tasks		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
Execute Contract																																											
Task 1: Implement and install BMPs												50% Complete						100% Complete				Adjustment to BMPs																					
Task 2: Carry out post BMP sampling for fish and macros																																											
Task 3: Develop a case study paper or presentation for the project and publish to partner websites/social media																																											
Task 4: Develop a case study paper or presentation for the project and submit/present at water conference																																											
Task 5: Submit Quarterly Invoices & Status Reports																																											
Task 6: Participate in project review meetings with GAEPD												22-May Site Visit									29-Feb Email																								
Task 7: Submit Final Close-Out Report																																											

Color KEY

Deliverable to EPD
Data Produced
Information Conveyed
Design/Construction

Targeted Monitoring Plan under 319(h) Grant for a portion of the Rocky Creek Watershed

Augusta-Richmond County, Georgia

Submitted by Phinizy Center for Water Sciences
1858 Lock and Dam Road, Augusta, GA, 30906
November, 2016

Contents

1. Watershed Description and Reason for Monitoring 3
   a. Size (HUC/acres/square miles) of watershed delineation or drainage area to be studied 3
   b. Name(s) of stream segment(s) and location descriptions 3
   c. General watershed conditions and land use / coverage 3
   d. Water quality impairments 3
   e. Jurisdictions impacting watershed 3
   f. Reason(s) for monitoring 4
2. Pollutants or Indicators to be Monitored 4
   a. Indicators to be Monitored 4
   b. Installed BMPs 4
3. Monitoring Locations 5
   a. Site Selection 5
4. Quality Assurance/Quality Control 6
   a. Field staff 6
   b. Methodology and materials 6
5. Training 6
   a. Names and affiliation of GAEPD staff trainers 6
   b. Names and affiliations of field personnel being trained 6
   c. Titles and dates of training workshops 6
   d. Description of the training sessions 6
6. Monitoring Schedule 7
   a. General Schedule 7

1. Watershed Description and Reason for Monitoring

a. Size (HUC/acres/square miles) of watershed delineation or drainage area to be studied

i. HUC12 - 030601060607
ii. 8107 acres
iii. 12.7 square miles

b. Name(s) of stream segment(s) and location descriptions

i. The impaired reach is 2 miles of Rocky Creek from SR 56 to New Savannah Road for Fecal Coliform and Biota (Bio F and Bio M) and 6 miles of Rocky Creek from SR 56 to the Headwaters for just Biota (Bio F and Bio M).
ii. The HUC12 subwatershed is entirely contained within Richmond County.
iii. Targeted sampling will take place in the impaired section and upstream to the headwaters. The main focus of sampling will be within and downstream of the BMP

c. General watershed conditions and land use / coverage

i. The area to be monitored is highly urbanized with the following land use percentages. A large percentage of the development is mature with older structures and infrastructure. There are large natural areas, especially near the stream. The overall condition of the watershed is highly impacted by urbanization.

1.	Agricultural	6%
2.	Commercial Forestry	0%
3.	Urban/Residential	78%
4.	Mining/Extraction	1%
5.	Forest/Natural Areas	13%
6.	Water/Wetlands	2%
7.	TOTAL	100%

d. Water quality impairments

i. This monitoring plan addresses the impairment of 8 miles of Rocky Creek for Biota Impairment (Bio F and Bio M) based on not supporting the criteria associated with its designated use of fishing
ii. This impairment is described in the following document:
    1. 2016 Total Maximum Daily Load Evaluation for Seven Stream Segments in the Savannah River Basin for Sediment

e. Jurisdictions impacting watershed

i. Augusta-Richmond County Consolidated Government

f. Reason(s) for monitoring

i. The primary reason for monitoring is to verify the efficacy of the management practices to be installed in the overall project
ii. A secondary reason for monitoring is to assess the ability to delist the stream after BMP implementation

2. Pollutants or Indicators to be Monitored

a. Indicators to be Monitored

i. Turbidity or Total Suspended Solids (TSS)
ii. Stream Stage/discharge
iii. Temperature/Conductivity
iv. Visual Assessment of Stream Conditions
v. Macroinvertebrates
vi. Fish Community

b. Installed BMPs

i. This project will install a series of instream aquatic habitat restoration practices to overcome historic sedimentation and loss of habitat. These are described more fully in the proposal document.

3. Monitoring Locations

Table 1. Description of 7 monitoring sites

Sample Location #	Latitude (N)	Longitude (W)	Description
1 Milledgeville Road	33°26'53.22”	82° 3'14.74”	Just above BMP
2 Wheeless Road	33°26'50.31"	82° 2'46.75"	Within BMP
3 Dean’s Bridge Road	33°26'17.30"	82° 1'31.85"	Below BMP

a. Site Selection

i. Site selection was based on the ability to monitor the impact of the BMP on the noted impairments. It is also based on the ability to assess the post BMP condition of the impairments in the impaired reaches.



Figure 1. Map of target monitoring area including historic monitoring sites (pins), impaired biota reach (orange), and BMP installation reach (blue).

4. Quality Assurance/Quality Control

a. Field staff

i. Damon Mullis and Matt Erickson– Phinizy Center
ii. Augusta-Richmond County Technician
iii. Additional Adopt-A-Stream Volunteers

b. Methodology and materials

i. Standard operating procedures (SOP) will comply with EPD Surface Water Sampling (EPD-WPMP-2), the Georgia Adopt-A-Stream AAS Biological and Chemical Manual, and GAEPD/GADNR standard protocols for sampling fish (GADNR, 2005-Standard operating procedures for conducting biomonitoring on fish communities in wadeable streams in Georgia) and macroinvertebrates (GAEPD, 2007-Macroinvertebrate biological assessment of wadeable streams in Georgia; standard operating procedures)
ii. Only trained personnel will be allowed to collect or process samples.

5. Training

a. Names and affiliation of GAEPD staff trainers

i. Training will be performed by Ruth Mead, a Certified Adopt-A-Stream Trainer who is the Senior Education Specialist at Phinizy Center.
ii. GAEPD/GADNR training will be conducted through the annual workshop offered by GADNR

b. Names and affiliations of field personnel being trained

i. Phinizy and Augusta Engineering staff as well as additional Adopt-A-Stream Volunteers

c. Titles and dates of training workshops

i. GA Adopt-A-Stream Biological and GAEPD/GADNR training will take place on a date TBD in 2017 for training in the assessment of Bio M and Bio F.

d. Description of the training sessions

i. Sessions will follow the GA Adopt-A-Stream manuals for training in the designated areas
ii. GADNR training of aquatic insect methodologies is offered once per year

6. Monitoring Schedule

a. General Schedule

i. Sampling for fish and aquatic insects will be conducted before, during, and after BMP installation in order to assess BMP effectiveness. All sampling will be conducted, at a minimum, during Georgia's Index Period which is mid-September through February. Sampling will be conducted, at a minimum, of one time at each of the three proposed sites (upstream, within, and downstream of BMP installation) during the mid-September through February time period, during the pre-BMP, ongoing-BMP, and post-BMP installation phases. That is, at a minimum, of 3 sites (upstream, within, and downstream), during each of the 3 phases (pre-BMP, ongoing-BMP, and post-BMP installation).

ii. All sampling will be conducted according to the GAEPD protocols identified in Section 4.b.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

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

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

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

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

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

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

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

46923
Federal Work Authorization User Identification Number

07/09/2007
Date of Authorization

Augusta, Georgia (Augusta-Richmond County)
Name of Contractor

Georgia Environmental Protection Division
Name of Public Employer

Phase 2 Biota Improvement in Urban Streams through Aquatic Habitat Restoration
Name of Project

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

Executed on June, 5, 2024 in Augusta (city), GA (state).

Signature of Authorized Officer or Agent

GARNETT L. JOHNSON, MAYOR
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5th DAY OF June, 2024.

Natasha McFarley
NOTARY PUBLIC
My Commission Expires: 9/21/2027

NATASHA MCFARLEY NOTARY PUBLIC RICHMOND COUNTY, GA EXP. SEPTEMBER 21, 2027

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

BRIAN KEMP
GOVERNOR

WALTER RABON
COMMISSIONER

Dear Sub-Awardee,

In 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed into law. This legislation requires information disclosure concerning entities receiving Federal financial assistance through Federal grants. As a result, our organization is required to report on each of the grants that we award (i.e., subawards, subcontracts). By answering the questions below, your organization will provide us the data needed to meet FFATA reporting requirements. **This form is to be returned within 15 days of the contract signature date.** Please don't hesitate to contact us if your organization has difficulty completing the questionnaire. Please contact:
Name: Denise Bowen Telephone Number: 404-463-2881

To be completed by Organization Receiving the Award

Subawardee Doing Business as Name: Augusta, Georgia (Augusta-Richmond County)
Unique Entity ID (SAM) #: ZH93N1J4TBE8
Address: 530 Greene Street **City:** Augusta **State:** GA **Zip code** 30901 + 4
Primary Place of Grant Performance: City: Augusta **State:** GA **Zip code** 30902 + 4

Highly Compensated Officers: Please list below your top 5 compensated officers if **all three** of the following conditions apply:

Yes No

- ☐ Your organization received 80% or more of its annual gross revenues from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ Your organization received $25,000,000 or more in annual gross revenue from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Officer 1 Name: **Compensation: $**
Officer 2 Name: **Compensation: $**
Officer 3 Name: **Compensation: $**
Officer 4 Name: **Compensation: $**
Officer 5 Name: **Compensation: $**

To be completed by Awarding Agency: Georgia Department of Natural Resources **Division:** Environmental Protection

Federal Funding Agency Name: U.S. Environmental Protection Agency (U.S. EPA)
Federal Award Number (case, space and character sensitive): C9994458-21-1
Prime Recipient Unique Entity ID (SAM) #: **KJ97XE5AFJC4**
Subaward Amount: $ 117,058
Subaward Date: September 30, 2022
Subaward Number: 751-230030
Subaward Project Title (Description): Phase 2 Biota Improvement in an Urban Stream through Aquatic Habitat Restoration (NCTE Amendment)

2 MARTIN LUTHER KING, JR. DRIVE, S.E., SUITE 1252 EAST | ATLANTA, GEORGIA 30334-9000
404.656.3500 | FAX 404.656.0770 | WWW.GADNR.ORG

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

RICHARD E. DUNN, DIRECTOR

EPD DIRECTOR'S OFFICE
2 MARTIN LUTHER KING, JR. DRIVE
SUITE 1456, EAST TOWER
ATLANTA, GEORGIA 30334
404-656-4713

September 30, 2022

Dr. Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
Engineering Administration
452 Walker Street, Suite 110
Augusta, GA 30901

RE: Executed Section 319(h) FY21 Grant - Element 12 Contract
Augusta, GA (Augusta-Richmond County)
"Phase 2 - Biota Improvement in an Urban Stream through Aquatic Habitat Restoration"

Dear Dr. Malik:

Please find attached to this email the electronic file of a fully executed Contract for the above referenced project between your organization and the Georgia Environmental Protection Division. The Contract amount is $117,058.00 and requires a minimum match of $111,815.00. The contract expires on June 30, 2024, by which time all outputs required for the project must be complete.

If there are any questions concerning the project, please contact Ms. Mary E Gazaway with the Nonpoint Source Program Grants Unit at (470) 524-0556 (Zoom phone) or mary.gazaway@dnr.ga.gov.

Thank you for your participation in this contract. My staff and I look forward to working with you on this important project to control nonpoint source pollution.

Regards,

Richard E. Dunn
Director

RED:meg

Enclosure (1 electronic fully-executed Contract Package)

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACT BETWEEN

THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION (EPD)

AND

AUGUSTA, GEORGIA (AUGUSTA–RICHMOND COUNTY)

FOR

PHASE 2 BIOTA IMPROVEMENT IN AN URBAN STREAM THROUGH AQUATIC HABITAT RESTORATION

This contract ("Contract") is made and entered into as of the date of the last signature hereunder (hereinafter called "Effective Date"), by and between the Georgia Environmental Protection Division; (hereinafter called "Division"), and Augusta, Georgia (Augusta-Richmond County) (hereinafter called "Contractor"). The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WHEREAS, the Division desires to engage the Contractor to render certain services hereafter described in connection with an undertaking (hereinafter referred to as the "Project") which will be financed through grants authorized under Section 319 of the Federal Water Pollution Control Act Amendments of l987 and administered by the Division; and

WHEREAS, Contractor desires to perform such services for the Project.

NOW, THEREFORE, in consideration of the valuable and mutual benefits flowing to each party as described below, the parties hereto mutually agree as follows:

1. **Employment of Contractor**. The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to perform these services hereinafter as set forth in fulfillment of this Contract.
2. **Scope of Work**. In performance of the Project, the Contractor shall conduct the work described in the Scope of Work identified in the attached Appendix A, hereby made a part of this Contract by reference.
3. **Term; Time of Performance**. The term ("Term") of this Contract shall commence upon the Effective Date and shall terminate upon the earlier of: i) the completion of the tasks identified in Appendix A: Scope of Work; or ii) June 30, 2024 (hereinafter referred to as "Termination Date"), unless sooner terminated by the Division or renewed by the Division in accordance with the provisions of this Contract. The services of the Contractor are to commence as soon as practicable after the Effective Date and shall be undertaken in accordance with the timeline for completion of tasks included in the attached Appendix B: Project Schedule, hereby made a part of this Contract by reference.

4. **Compensation**. Division agrees to pay Contractor compensation for the services performed under this Contract not to exceed One Hundred Seventeen Thousand Fifty-Eight dollars, $117,058.00. Said compensation shall be paid in accordance with the budget described in the Scope of Work. Any changes to the amount of compensation to be provided by the Division to Contractor shall be made in a writing executed in accordance with the terms of Paragraph 23.

5. **In Kind Match**. The Contractor will contribute a minimum of the equivalent of 40% of the total project cost, in services or cash contributions, toward the performance of services described in Appendix A: Scope of Work.

6. **Method of Payment**. Division will pay Contractor for work performed under this Contract not to exceed the compensation described in Paragraph 4, and in accordance with the terms described in this Paragraph:

   a. Payment will only be made for the services described in Appendix A: Scope of Work; and

   b. Contractor shall be paid quarterly. No later than the 15th day of the month following close of the immediately preceding quarter, Contractor shall submit to the Division contact specified in Paragraph 36 an invoice for services rendered in that immediate preceding quarter, accompanied by a progress report describing the services performed and identifying the related items or tasks in the Scope of Work, specifying that the services have been performed in accordance with this Contract, and accompanied by any documentation, outputs, deliverables, or close-out reports; and

   c. The Contractor shall certify in writing the accuracy of each invoice. All invoices from the Contractor should show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All invoices should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division for reimbursement; and

   d. The Division will review and approve or deny invoices within 30 days of receipt. Payment shall be made upon determination by the Division that Scope of Work items required by the Contract, including deliverables and reporting requirements of various categories and kinds of information for the period, are sufficient. Any invoice not approved by the Division shall not be paid; and

   e. Payment of the final 10 percent (%) shall not be due and payable until all Scope of Work items are completed and the Division has accepted and approved the final products, reports, and invoices.

7. **Credit**. Notwithstanding any other provision of this Contract, the Contractor acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State's credit.

8. **Funding**. The Contractor acknowledges that this Contract is funded with a grant from the U.S. Environmental Protection Agency ("USEPA"). In the event that the Division determines that the source of payment no longer exists or is insufficient with respect to the Services, the Division shall terminate this Contract in accordance with the provisions of Paragraph 13.

   a. In the event of such termination, the Division shall remain obligated to pay for Services performed and accepted by the Division prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division. Any use of incomplete documents shall be at the sole risk of the Division. The determination of the Division of the events stated above shall be conclusive.

b. The Division shall provide notice in writing to Contractor as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the services.

9. **Fair Share**. This Contract is being funded with a grant from the USEPA. It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated "Fair Share" percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises ("DBE").

   a. The Contractor agrees to ensure to the fullest extent possible that at least 4% Minority Business Enterprises (MBE) and 4% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

   b. The Contractor agrees to include in its bid documents this 4% "Fair Share" percentage.

   c. To evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:

      i. Including qualified minority and women businesses on solicitation lists;

      ii. Assuring that minority and women's businesses are solicited whenever they are potential sources;

      iii. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;

      iv. Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women's businesses;

      v. Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;

      vi. Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (i) through (ii) of this section.

   d. The Contractor must submit to the Division a certification that the six steps have been followed, along with documentation of the six steps that is sufficiently detailed to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE's/WBE's solicited, if advertised in newspaper show proof and indicate name of paper.

   e. The Contractor is required to submit semiannual reports of total Contract expenditures to the Division, which includes a separate total for MBE/WBE utilization.

10. **Taxes**. The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The Division is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor shall provide the Division with a sworn verification regarding the filing of unemployment taxes or persons assigned by

Contractor to perform Services, which verification is incorporated herein by reference.

11. **Certification Regarding Sales and Use Tax**. By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the Georgia Code; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the Division may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Division or its representative filing for damages for breach of contract.

12. **Termination of Contract for Cause**. If, through any cause other than force majeure, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

    a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.

    b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of this Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from the Contractor is determined.

13. **Termination of Contract for Convenience**. The Division may terminate this Contract at any time for good reason by giving at least thirty (30) days written notice to the Contractor of such termination and specifying the effective date.

    a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.

    b. If this Contract is terminated as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

14. **Release of Materials Pursuant to the Georgia Open Records Act**. All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Contractor (the "Materials") in the performance of this Contract shall be governed by the Georgia Open Records Act. Unless otherwise required by applicable law, the Contractor shall not release or deliver any Materials to the general public or to local officials pursuant to a written or oral request under the Georgia Open Records Act. Division expressly acknowledges and agrees that Contractor is an "agency" as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Contractor shall inform the Division in writing if

it receives any requests for the Materials pursuant to the Georgia Open Records Act.

15. **Assignability**. Contractor shall not transfer or assign all or any of its right, title or interest in this Contract or delegate any of its duties or obligations hereunder without the prior written consent of the Division. The Division may transfer or assign all or any of its right, title or interest in this agreement to another agency or authority of the State of Georgia without written notice to Contractor.

16. **Interest of Contract**. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under the Contract. It is specifically agreed and understood that for the purposes of this Contract, the Contractor shall be an independent contractor and nothing in this Contract shall be construed as creating a joint venture, partnership or employment relationship between the parties.

17. **Copyrights**. No reports, maps, or other documents produced or derived in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. Any such reports, maps and other documents shall constitute a "work made for hire" pursuant to the U.S. Copyright Act of 1976, as amended, and Contractor agrees that the Division is the original and sole owner of all rights, including without limitation copyright, in and to such reports, maps and other documents. If for any reason such reports, maps, and other documents are found not to be "works made for hire," then Contractor hereby assigns to the Division all right, title and interest in and to such reports, maps and other documents without further consideration of any kind. Contractor agrees to execute all further documents and to take all further steps deemed advisable by the Division to secure and protect the Division's rights as stated herein.

18. **Documents**. Provided that Contractor has been paid for the Services, the Division shall have the right to use the documents, maps, photographs, drawings and other materials (including but not limited to models, software or other digital work products) resulting from Contractor efforts on this Contract. Contractor acknowledges that, in accordance with the Contract, the Division is the original and sole owner of all rights in and to such documents, maps, photographs, drawings and other such materials including but not limited to models, software or other digital work products. Division acknowledges that the reuse of any such materials by Division on any extension of this project or any other project shall, with the exception of the obligations of Contractor, be at Division's sole risk unless otherwise agreed to in writing by all parties. Contractor shall have the right to retain copies of all such materials.

19. **Identification of Documents and Projects**. All construction or demonstration projects, reports, maps, signage, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division, shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block as the legend):

    "The preparation of this (report, map, document, project, etc.) was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended."

    and give credit to the Environmental Protection Division of the Department of Natural Resources, State of Georgia together with the month and year of completion.

20. **Intellectual Property**. The Contractor agrees it will not use the name or any intellectual

property, including but not limited to, the Division's trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.

21. **Personnel**. The Contractor represents that it has, or will secure, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Division.

    a. All the Services required hereunder will be performed by the Contractor or under its supervision, and all the personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

    b. None of the work or Services covered by this Contract shall be subcontracted without the prior written approval of the Division contact specified in Paragraph 36.

    c. The Division, or its authorized representatives, shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Agreement.

22. **Right to Audit and Access to Records**. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Division throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

23. **Entire Agreement; Modification**. This Contract represents the sole and complete understanding of the terms of the Contract between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Contract will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both parties. Any changes in the scope and/or duration of this Contract shall be mutually agreed upon by and between the Division and the Contractor in a writing executed in accordance with this Paragraph.

24. **Warranty**. The Contractor warrants to the Division that the Services will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by other providers of similar services and with sound principles commonly used by similar professionals under similar circumstances at the time the Services are provided and further warrants that the work will be performed as intended and described in the Scope of Work.

    a. Contractor warrants that he has not employed or retained any company or person, other

than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

25. **Indirect Damages.** Each party hereby waives its rights to recover from the other party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this agreement of the performance of the services or both.

26. **Use of Third Party Data.** The Division has requested that the Contractor obtain certain facts, information, data, assumptions, opinions and representations (collectively, "Items") from third parties as part of its scope of services. The Division understands and agrees that (i) the products of its services that the Contractor provides (collectively, "Products") may be based in part or in whole on Items that have not been verified by the Contractor, (ii) the Contractor has no obligation or duty to verify the accuracy or completeness of the Items and (iii) the Contractor makes no representation(s) or warranty(ies), express or implied, with respect to the Items or the Products (other than the Products were prepared in accordance with the standard of care to which the contractor is subject, as set forth elsewhere in this contract), all of which representation(s) and warranty(ies) are hereby disclaimed, including, without limitation, the warranties of merchantability and fitness for a particular purpose. The Division hereby releases the Contractor from any and all claims, damages, losses, expenses and liabilities of every kind and nature whatsoever, including reasonable attorneys' fees and defense costs, arising out of the use of Items by the Contractor in performing its services under this contract, including, without limitation, the preparation and delivery of the Products to the Division.

27. **Compliance with the Georgia Security and Immigration Compliance Act.** Contractor Certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as incorporated herein by reference.

28. **Federally-Mandated Certifications and Disclosures**.

    a. **Lobbying**

        i. Disclosure Regarding Lobbying: Contractor hereby warrants as a condition of this Contract that if it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, it will not engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1985.

        ii. Certification Regarding Lobbying: Contractor certifies to the best of its knowledge and belief that:

            1. No Federal appropriated funds have been paid in full or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

            2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, then Contractor shall fully disclose same to the Division, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

b. **Drug Free Work Place**: Contractor certifies that, in accordance with the provisions of O.C.G.A. § 50-24-1, *et seq*., a drug-free workplace will be provided to Contractor's employees during the performance of this contract; and it will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of any subcontracting agreement (Subcontractor's Name), certifies to Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code 50-24-3."

c. **Debarment, Suspension, and Other Responsibility Matters**:

   i. The Contractor certifies that it and its principles:

      1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

      2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

      3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses.

      4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

   ii. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.

d. **Equal Employment Opportunity**: The Contractor will not discriminate against any employee for employment because of race, color, religion, sex or national origin. The Contractor will comply with all sections of Executive Order 11246 - Equal Employment Opportunity.

e. **Audit Requirement**: A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Part 200, Chapter II of Subtitle A, Title 2, Code of Federal Regulations.

29. **General Federal Grant Conditions**. All covenants, agreements and stipulations in Part 200 Chapter II of Subtitle A, Title 2, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency

and the Division, with the exception of the provision for compliance with the Davis-Bacon Act, are applicable to and enforceable against the Contractor. Allowable costs will be determined in accordance with the cost principles in the hereto referenced Code of Federal Regulations.

a. The Contractor will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Contractor shall include a provision in every applicable sub-agreement (contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained.

b. The Contractor agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The Contractor project implementation plan must identify permits that may be needed to complete activities identified in Appendix A: Scope of Work. The Contractor must keep documentation regarding necessary permits in the project file.

30. **Israel**. The Contractor certifies that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

31. **Applicable Law**. The parties agree that this agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

32. **No Waiver**. The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

33. **Counterparts; Electronic Signature**. This Contract may be executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other. The Division and Contractor agree that any electronic signatures on this Contract hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq*.

34. **Severability**. If any one or more of the provisions of this Contract are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. **Notice**. All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Contract shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic-mail to the contacts as follows:

If to the Division:
Mary E Gazaway
Grant Administrator
Georgia EPD Watershed Protection Branch
Nonpoint Source Pollution Program Grants Unit
Suite 1462 East Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334
470-524-0556 (Zoom phone)
mary.gazaway@dnr.ga.gov

If to Contractor:
Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
Engineering Administration
452 Walker Street, Suite 110
Augusta, GA 30901
(706) 796-5040
hmalik@augustaga.gov

IN WITNESS WHEREOF the Division and the Contractor have executed this Contract on the day and year below written.

The Environmental Protection Division of the Department of Natural Resources, State of Georgia

Richard E. Dunn
Director

Date:09/30/2022

Augusta. Georgia (Augusta-Richmond County)

Hardie Davis, Jr.
Mayor

Date: 09/27/2022

APPENDIX A
Scope of Work
Section 319(h) FY2021 Grant – Element12

1. Project Title: Phase 2 - Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

2. Lead Organization: Augusta, GA (AKA Augusta-Richmond County)
535 Telfair Street, Building 4000
Augusta, GA 30901
(706) 796-5040
(706)796-5045

Primary Contact: Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
Engineering Administration
452 Walker Street, Suite 110
Augusta, GA 30901
(706) 796-5040
(706) 796-5045
hmalik@augustaga.gov

Project Start Date: August 2022
Project End Date: June 30, 2024

Federal Amount Requested:	**$117,058**
Match Amount to be Contributed:	**$111,815**
Total Project Amount:	**$228,873**

3. Project Goals:

Phase 2 of this project continues to implement a 2018 Nine-Element Watershed Management Plan (WMP) for the Augusta Canal (HUC-12 #030601060601)/Butler Creek (HUC-12 #030601060602)/Beaverdam Ditch (HUC-12 #030601060607) Watersheds in the Savannah River Basin by addressing Bio F and Bio M water quality impairments in an 8-mile portion of Rocky Creek (HUC-12 030601060607) in Augusta-Richmond County, Georgia. Project goals are to increase a fish Index of Biotic Integrity (IBI) to >16 (Very Poor) and a macroinvertebrate Multi-Metric Index (MMI) in a 100-point scale to >5 (Very Poor). Restoration of biological health may also decrease fecal coliform concentrations based on a well-supported scientific food web theory. These efforts will be documented through pre- and post-BMP monitoring using GAEPD/GADNR standard protocols for sampling fish and macroinvertebrates in streams. Habitat will be restored by directly adding Best Management Practices (BMPs) to the stream to encourage a more natural riffle-pool geomorphology over time and support habitat diversity.

The project supports sections of **Georgia's Statewide NPS Management Plan (2014):** 319 Grants, Key Stakeholders, Funding, page 92; Water Quality Monitoring, Program Issues, Short Term Goal 1.1 page 64; Water Quality Monitoring, Program Issues, page 79; 319 Program, Short Term Goal 8.1, page 97; Water Quality Monitoring, Short Term Goal 2.4, Page 85; Urban, Short Term Goal 4.2, Page 105; and 319 Grants, Long Term Goal 13, Page 99.

4. Project Background:

Due to delays caused by the COVID-19 pandemic, project activities will be achieved in two phases. Contracted under a Section 319(h) FY2016 grant, Phase 1 resulted in the completion of the following Project Activities and Tasks plus quarterly, annual, and close-out reporting:

Project Activity: Reach out to representatives & convene 3 meetings of Watershed Partnership developed throughout the previous TMDL planning process

Task 1: Introduce project to appropriate watershed partners

Task 2: Convene 3 meetings to solicit input, encourage support, and publicize project

Project Activity: Survey and qualify assessment of existing habitat.

Task 3: Survey of existing habitat in 8-mile reach of Rocky Creek

Task 4: Pre-BMP installation assessment of macroinvertebrate and fish communities in observed habitats

Project Activity: Install BMPs from available options as determined by the assessment

Task 5: Survey of selected reach

Task 6: Engineering Design of Structures

Phase 2 will continue the project based on Project Activities and Tasks listed in **5. Project Activities** below. The BMP installation targets a minimum of 0.25 stream miles (1320 linear feet) along the 6-mile "Headwaters to SR56" reach, with a spacing of approximately one feature every 50-200 ft. Point Bar Formation/Stabilization Structure; Pipe Refugia; Widener/Woody Habitat/Low flow Concentrator; Pool Enhancer; and Cross-Channel Rock Vane BMPs have been evaluated and chosen based on in-stream assessment, project cost, ability to install, and six research/restoration priorities developed by the project team.

A 2016 Total Maximum Daily Load (TMDL) evaluated both a 6-mile segment (Headwaters to SR 56, formerly Headwaters to Phinizy Ditch) and a 2-mile reach (SR 56 to below New Savannah Road) of Rocky Creek in Augusta as Very Poor for diversity in fish and macroinvertebrate community populations. The TMDL does not call for further reduction in sediment loading from external sources into Rocky Creek:
https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Savannah%20Biota%20Impacted%20TMDL%20Report%20%5B2016%5D.pdf

Reduction of sediment will be pursued as an ancillary benefit of habitat BMPs and may improve biotic health further. Therefore, the BMPs selected for this project are intended to stabilize the creek bed and banks so they provide long term habitat as opposed to unconsolidated stream bed and bank sediments.

A fecal coliform bacteria TMDL developed in 2000 for the 2-mile segment of Rocky Creek established an 80% load reduction to achieve state water quality standards: https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/EPA_Rocky_Creek_Fecal_TMDL.pdf

By improving the fish and macroinvertebrate communities, this project will upgrade the overall food web, and help to create an environment that is less hospitable for fecal bacteria.

5. Project Activities:

Project Activity: Install BMPs from available options as determined by the assessment

Task 1: Install and provide for operations and maintenance of structures that create in-stream habitat for biota including fish and macroinvertebrates over a wide range of the food web and varying depth in the water column.

Deliverables: Installation of structural practices; Records of BMP inspections and maintenance kept and made available for review beyond the term of this contract.
Measures of Success: Completion of structural practice installations; BMPs operated and maintained for expected lifespan and in accordance with commonly accepted standards to ensure proper functioning of system as designed.

Project Activity: Targeted monitoring to track post-BMP water quality trends including improvement towards achieving stated goals

Task 2: Post-BMP sampling assessment of macroinvertebrates and fish above, in, and below the BMP installations, including the historic GAEPD monitoring sites, using GAEPD (2007)/GADNR(2005) protocols

Deliverables:
- Finalized QA/QC Water Quality Monitoring Plan for macroinvertebrate & fish assessments
- Post-BMP metrics for stream showing value of BMP compared to areas of stream without habitat restoration

Measures of Success:
- Finalized QA/QC Water quality Monitoring Plan approved by GAEPD
- Data showing an IBI >16 in fish and an MMI >5 in macroinvertebrate biometric values

Project Activity: Publicize study results to scientific and general audience

Task 3: Develop a Case Study paper to summarize the project and publicize through project partner websites and social media outlets

Deliverables:
- Completed paper and
- Presentation made accessible to general public

- Access to presentation through social media

Measures of Success: Documented views of presentation on social media outlets

Task 4: Develop a Case Study paper to summarize the project and present to scientific community at regional water conference

Deliverables:

- Completed paper and
- Presentation at Georgia Water Resources Conference or similar conference

Measures of Success: Acceptance of talk and paper at conference

Project Activity: Reporting Requirements

Task 5: Submit Quarterly Reports, including WBE/MBE reports and invoices, by the 15th of January, April, July, and October of each year during the grant period.

Deliverables: Quarterly deliverables, monitoring data reports, invoices and supporting documentation reporting progress on project and using template provided by GAEPD.
Measures of Success: Quarterly deliverables, monitoring data reports, invoices and supporting documentation reviewed and approved by GAEPD.

Task 6: Participate in project review meetings with GAEPD based on the following schedule: Six months and twelve months after the project start date, then annually through the project term.

Deliverables: Attendance at meetings and verbal or written responses to GAEPD.
Measures of Success: Full participation at all project review meetings.

.

Task 7: Submit Final Invoice and Closeout Report to GAEPD for review.

Deliverables: Final Invoice and Closeout Report
Measures of Success: Final Invoice and Closeout Report reviewed and approved by GAEPD.

6. Roles and Responsibilities of Participating Organizations:

Organization Name	Specific Responsibilities
City of Augusta	• Account for 40% of total project costs in matching funds or in-kind services • Pay funds to appropriate contractor(s) and vendor(s) • Request reimbursements from GAEPD on a quarterly basis • Track the progress of project activities completed, grant funds expended, and match values provided in accordance with the drawdown & implementation schedule

	• Complete and submit quarterly progress reports and invoices to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year • Participate in project review meetings with GAEPD each project year • Complete & submit close-out report at conclusion of project
GAEPD	• Provide 60% of total project costs • Review and approve project deliverables • Participate in meetings, as appropriate • Review and assist as needed with 319(h) Grant protocols • Provide project oversight and contract management • Provide monitoring guidance and training
Phinizy Center for Water Sciences	• Contract with City of Augusta to perform the following: • Sample, identify, and enumerate aquatic insect and fish species • Assist in report writing • Assist in BMP construction • Subcontract for the following services under an existing subagreement and with a previously approved professional: o Install and maintain rain gauges and water level loggers o Develop rating curves o Assist in report writing

7. Project Location:

Rocky Creek runs through and lies entirely within Richmond County. It is a tributary to the Savannah River.

a) Project Area Description and Map:

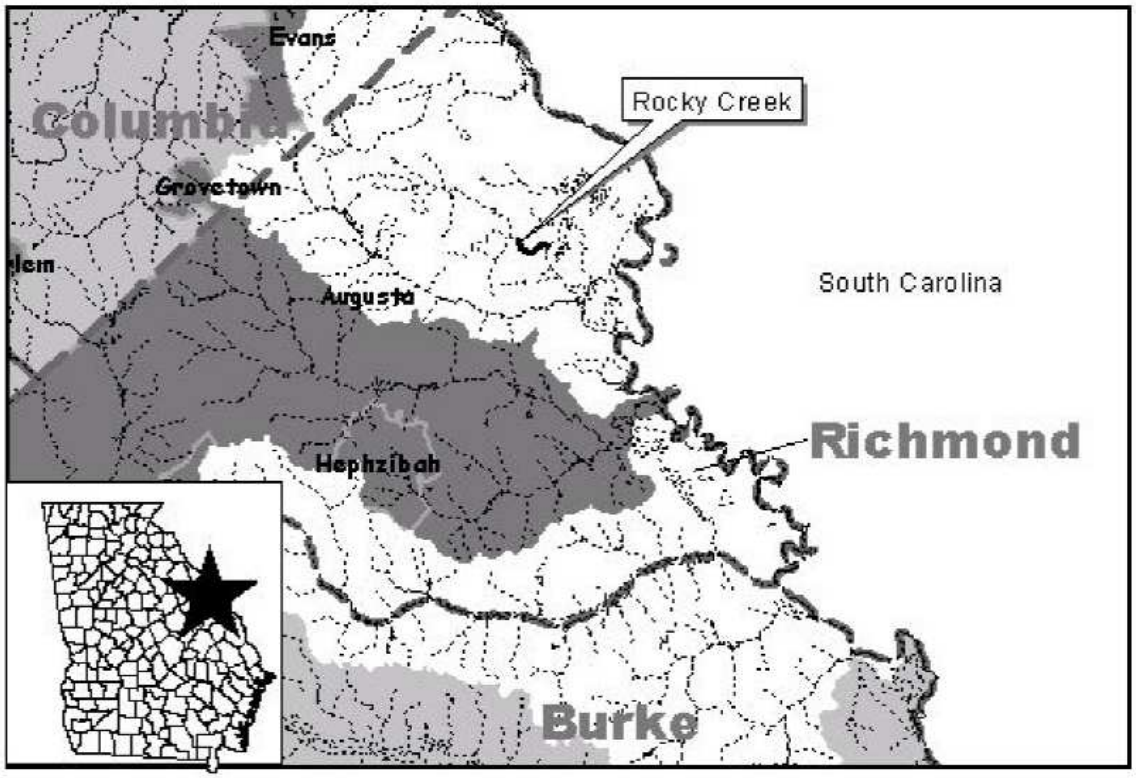


Figure 1. Location of Rocky Creek in the Augusta-Richmond County Area



Figure 2. Rocky Creek Watershed including impaired reaches and proposed restoration area (Red-Fecal Coliform Impaired Reach, Orange-Macroinvertebrate Impaired Reach, Blue-Proposed Target Area)



Figure 3. Aerial photo of the extent of proposed restoration area with Milledgeville Road bordering upstream on the left and Wheeless Road bordering downstream on the right

b) Project Area Size (Acres): 8,107 acres

c) County or Counties: Richmond

d) Land Uses within the Watershed(s) or Project Area (Percentages):

Agricultural	6%
Commercial Forestry	0%
Urban/Residential	78%
Mining/Extraction	1%
Forest/Natural Areas	13%
Water/Wetlands	2%
TOTAL	100%

Data Source & Date: *Draft Total Maximum Daily Load Evaluation for Seven Stream Segments in the Savannah River Basin for Sediment, 2015*

e) Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):
HUC-10: #0306010606 Name: Rocky Creek Priority: NA

8. Nonpoint Source Pollution Impairments and Healthy Waters:

a) Section 305(b)/303(d) List of Waters:

Water Body Segment Name (Segment Length (Miles) or Embayment Acreage)	County Location(s)	Criterion Violated or Water Quality Concern (Healthy Water)	Listing Status Category 4a, 5 or 1
Rocky Creek (2 miles)	Richmond	Bio M, Bio F, Fecal Coliform	4a
Rocky Creek (6 miles)	Richmond	Bio M, Bio F	4a

b) Secondary Pollutant(s):
In addition to the impairments already listed, there is evidence that sediment from the stream itself could be contributing to sediment load in the stream. Significant gully and

channel erosion can be observed in the channel as well as a great deal of bed movement. Higher flows cause significant movement of bed features.



9. Monitoring:

DRAFT QA/QC Water Quality Monitoring Plan as Attachment *(listed in Section 11.)*

GADNR, 2005-*Standard operating procedures for conducting biomonitoring on fish communities in wadeable streams in Georgia* at http://www.georgiawildlife.com/node/913

GAEPD, 2007-*Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia; Standard Operating Procedures* at http://epd.georgia.gov/macroinvertebrate-bioassessment-standard-operating-procedures-sop-and-metric-spreadsheets

GAEPD is working on revising the multi metric index (MMI) used to assess the health of macroinvertebrate communities. See current assessment guidelines below. http://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Guidelines%20for%20Listing%20and%20Delisting%20of%20Biological%20Data_Feb2016_Version1_2_Revised_August%202016.pdf

10. Project Budget:

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
A	Personnel: One (1) AED Director – approximately 0.007 FTE ($170,000/year) for 2 years Description of Duties: City Project Management, Project oversight, BMP decisions		2,380	2,380
	One (1) Stormwater Serv. Mgr. - approximately 0.15 FTE ($122,000/year) for 2 years Description of Duties: Project Management, Project oversight, Fieldwork, BMP decisions		36,600	36,600
	One (1) Engineering Mgr. - approximately 0.01 FTE ($109,900/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		2,198	2,198
	One (1) Stormwater Coordinator - approximately 0.01 FTE ($60,672/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		1,213	1,213
	One (1) Staff Engineer - approximately 0.01 FTE ($79,000/year) for 2 years Description of Duties: Engineering Design, Permitting, Project Management, BMP decisions		1,580	1,580
	One (1) AED Assist. Director – approximately 0.01 FTE ($101,000/year) for 2 years Description of Duties: City Project Management, Project oversight, BMP decisions		2,020	2,020
	One (1) Asset Manager - approximately 0.01 FTE ($106,000/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		1,908	1,908
	One (1) GIS analyst - approximately 0.01 FTE ($48,847/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		977	977
	One (1) GIS analyst - approximately 0.01 FTE ($58,532/year) for 2 years Description of Duties: GIS, Survey, BMP decisions		1,171	1,171
	Sub Total:	**0**	**50,047**	**50,047**
B	Fringe Benefits: Included in Item A @ a rate of 30%		0	0
	Sub Total:	**0**	**0**	**0**
C	Travel: Staff Position: Purpose of Travel: 833 Miles x Mileage Rate ($.545 mile)		0	0
	Sub Total:	**0**	**0**	**0**
D	Equipment: Equipment: Purpose/Use:			
	Sub Total:	**0**	**0**	**0**
E	Supplies: Supplies: Purpose/Use:			
	Sub Total:	**0**	**0**	**0**

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
	CONTRACTUAL: PHINIZY CENTER (NGO) Up to four (4) Aquatic Ecologists – approximately 0.125 FTE ($35,000/year) for 2 years = $35,000 Description of Duties: Assisting with BMP sites survey, aquatic sampling and subcontracting the following for BMP construction: • One (1) Project Engineer- approximately 0.25 FTE ($80,000/year) for 2 years = $40,000 Description of Duties: BMP selection and engineering, assist with survey, report writing and project management • One (1) Construction Contractor - TBD = $103,826 Description of Duties: Install BMPs	117,058	61,768	178,826
	Sub Total:	**117,058**	**61,768**	**178,826**
G	Construction: (Does not apply to GAEPD Section 319(h) Grants)	N/A	N/A	N/A
H	Other:			
	Sub Total			
I	Total Direct Charges: (Sum of A-H)	**117,058**	**111,815**	**228,873**
J	Indirect Charges: (0% Eligible for Reimbursement with Federal Dollars)	N/A	Up to 100%	
K	**Total:** (Sum of I and J)	**117,058**	**111,815**	**228,873**

Narrative Justification for Item Class Categories:

Personnel (A): Personnel in this item class category are all Augusta-Richmond County employees within the Augusta Engineering Department (AED) and are all contributing time as Non-Federal matching contributions to the project. Since this project includes stream restoration efforts that have potential impacts on in-stream flows within one of the Richmond County streams, the AED will treat this as a submitted county construction project which will go through our plan review and permitting processes. In addition, this project requires more specialized elements that include engineering, buffer assessments and permitting, BMP installation and monitoring, aquatic ecology, project management, and water quality assessments. All necessary personnel to perform those necessary duties are included in this grant.

- AED Director: approximately (0.007 FTE @ $170,000/year) will have project oversight duties, will be involved in planning, and will participate in draft and final report reviews.
- AED Stormwater Services Manager: approximately (0.15 FTE @ $122,000/year), will oversee, manage and coordinate project, provide aquatic ecology and water quality technical advice, input on BMP decisions, and organize and participate in fieldwork.
- AED Engineering Manager: approximately (0.01 FTE @ $109,900/year), will provide plan review oversight, engineering design support, permit writing support, input on BMP decisions and monitoring, and project management support.
- AED Stormwater Coordinator: approximately (0.01 FTE @ $60,672/yr) will have BMP design input, fieldwork and project management responsibilities.
- AED Staff Engineer: approximately (0.01 FTE @ $79,000/yr) will have BMP design input, engineering design support, fieldwork and project management responsibilities.

- AED Assistant Director-Maintenance: approximately (0.01 FTE @ $101,000/yr) will have project management, project oversight, and site maintenance responsibilities.
- AED Asset Manager: approximately (0.01 FTE @ $106,000/yr) will have GIS, survey, and BMP design input.
- AED GIS analyst: approximately (0.01 FTE @ $48,847/yr) will have GIS, survey, and BMP design input.
- AED GIS analyst: approximately (0.01 FTE @ $58,532/yr) will have GIS, survey, and BMP design input.

Fringe Benefits (B): Fringe amounts are included in the Personnel Line Item and are not broken out in this Line Item. Fringe Benefits rate for AED employees is 30% and are included in Personnel Line Item.

Supplies (E): Supplies have been reallocated to Contractual expenses

Contractual (F): Phinizy Center for Water Sciences will be the Contractual Manager for the project and will make use of an existing subcontract and approved professional relationship as well as subcontract with qualified companies, consultants, and institutions to outsource monitoring, engineering and construction services. See below Justification for scope of services.

- Phinizy Center for Water Sciences: Phinizy Center (0.125 FTE @$35,000/year) includes at a maximum four (4) staff members experienced in aquatic ecology and geomorphology in urban streams. Personnel qualified for this function include aquatic ecologists, researchers, and other specialists to perform post-BMP implementation surveys, geomorphic characterizations, hydrologic analyses, and report writing. The team will also be involved in taking advantage of an existing subagreement and a previously approved professional relationship to outsource aquatic monitoring services. In addition, Phinizy Center will outsource for microelectronics, survey assistance, and report writing, where needed and subcontract the following for BMP construction:
- One (1) Project Engineer - approximately 0.25 FTE ($80,000/year) for 2 years = $40,000 for BMP selection and engineering, assist with survey, report writing and project management.
- One (1) Construction Contractor - TBD = $103,826 to install BMPs.

Phase 2 of this project will install Bioengineering BMPs within Rocky Creek to increase available habitat for aquatic insect and fish populations. Most supplies have already been acquired in Phase 1. However, the budgets for BMP installation in this Line Item may include additional items for construction and live plants.

Planting

- Live Stakes: ($1-$4 each) assuming a minimum of 12 groups of 50 at $4 each = $2,400
- Herbaceous Plugs = $3,000

Additional Items

- Temporary Construction Entrances (2) = $4,000

11. Project Attachment(s):

Link: 2018 Nine-Element Watershed Management Plan for the Augusta Canal (HUC-12 #030601060601) / Butler Creek (HUC-12 #030601060602) / Beaverdam Ditch (HUC-12 #030601060607) Watersheds in Savannah River Basin https://epd.georgia.gov/document/document/augustacanalbutlercreekbeaverdamditchwmp0306010606y2018pdf/download

Attachment 1: Post-BMP QA/QC Water Quality Monitoring Plan

Appendix B: Project Schedule - Phase 2 Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

	Initial	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th Quarter			6th Quarter			7th Quarter			8th Quarter			Final
Grant Drawdown Amount	$117,058	$10,400			$25,000			$25,000			$15,607			$13,000			$10,000			$6,345			$11,706			$0
Percent Federal Remaining	100%	91%			70%			48%			35%			24%			15%			10%			0%			0%
Match Amount	$0	$10,400			$25,000			$25,000			$15,607			$10,700			$8,000			$5,926			$11,182			$111,815
Percent Match Accrued	0%	9%			32%			54%			68%			78%			85%			90%			100%			100%
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
Milestones/Tasks																										
Execute Contract																										
Task 1: Implement and install BMPs																										
Task 2: Carry out post BMP sampling for fish and macros																										
Task 3: Develop a case study paper or presentation for the project and publish to partner websites/social media																										
Task 4: Develop a case study paper or presentation for the project ands submit/present at water conference																										
Task 5: Submit Quarterly Invoices & Status Reports																										
Task 6: Participate in project review meetings with GAEPD																										
Task 7: Submit Final Close-Out Report																										

Color KEY

- Deliverable to EPD
- Data Produced
- Information Conveyed
- Design/Construction

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

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

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

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

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

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

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

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

46923
Federal Work Authorization User Identification Number

July 9, 2007
Date of Authorization

Augusta, Georgia
Name of Contractor

Phase 2 Biota Improvement in Urban Stream through Aquatic Habitat Restoration
Name of Project

Georgia DNR EPD
Name of Public Employer

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

Executed on SEPT. 29, 2021 in AUGUSTA (city), GA (state).

Signature of Authorized Officer or Agent

HAMEED MALIK, DIRECTOR ENGINEERING
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 29th DAY OF September, 2021.

Paul M. Hensley Jr.
NOTARY PUBLIC
My Commission Expires: 4-2-2023

FORREST M. HENSLEY JR
NOTARY PUBLIC
COLUMBIA COUNTY, GA
Exp. Apr. 02, 2023

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

BRIAN KEMP
GOVERNOR

MARK WILLIAMS
COMMISSIONER

Dear Sub-Awardee,

In 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed into law. This legislation requires information disclosure concerning entities receiving Federal financial assistance through Federal grants. As a result, our organization is required to report on each of the grants that we award (i.e., subawards, subcontracts). By answering the questions below, your organization will provide us the data needed to meet FFATA reporting requirements. **This form is to be returned within 15 days of the contract signature date.** Please don't hesitate to contact us if your organization has difficulty completing the questionnaire. Please contact:
Name: Denise Bowen Telephone Number: 404-463-2881

To be completed by Organization Receiving the Award

Subawardee Doing Business as Name: Augusta, Georgia (Augusta-Richmond County) **DUNS #:** 07-3438418
Address: City: 530 Greene Street, Augusta **State** GA **Zip code** 30901 **+ 4**
Primary Place of Grant Performance: City: Augusta **State** GA **Zip code** 30901 **+ 4**

Highly Compensated Officers: Please list below your top 5 compensated officers if **all three** of the following conditions apply:

Yes No

- ☐ ■ Your organization received 80% or more of its annual gross revenues from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ ■ Your organization received $25,000,000 or more in annual gross revenue from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- ☐ ■ The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Officer 1 Name: **Compensation: $**
Officer 2 Name: **Compensation: $**
Officer 3 Name: **Compensation: $**
Officer 4 Name: **Compensation: $**
Officer 5 Name: **Compensation: $**

To be completed by Awarding Agency: Georgia Department of Natural Resources **Division:** Environmental Protection

Federal Funding Agency Name: U.S. Environmental Protection Agency (U.S. EPA)
Federal Award Number (case, space and character sensitive): C9994458-??-0
Federal Funding Agency Code (4 digits): 6800
Catalog of Federal Domestic Assistance Number (CFDA): 66.460
Prime Recipient DUNS number (9 digits): 146985544
Prime Recipient City and State: Georgia
Program Source (Treasury Account Symbol – TAS for contracts): 68-0102
Activity Code (10 NAICS, NTEE-NTPC code): 924110
Subaward Amount: $? Subaward Date: ? Subaward Number: ?
Subaward Project Title (Description): Phase 2 Biota Improvement in an Urban Stream through Aquatic Habitat Restoration

Targeted Monitoring Plan under 319(h) Grant for a portion of the Rocky Creek Watershed

Augusta-Richmond County, Georgia

Submitted by Phinizy Center for Water Sciences
1858 Lock and Dam Road, Augusta, GA, 30906
November, 2016

Contents

1. Watershed Description and Reason for Monitoring 3
   a. Size (HUC/acres/square miles) of watershed delineation or drainage area to be studied 3
   b. Name(s) of stream segment(s) and location descriptions 3
   c. General watershed conditions and land use / coverage 3
   d. Water quality impairments 3
   e. Jurisdictions impacting watershed 3
   f. Reason(s) for monitoring 4
2. Pollutants or Indicators to be Monitored 4
   a. Indicators to be Monitored 4
   b. Installed BMPs 4
3. Monitoring Locations 5
   a. Site Selection 5
4. Quality Assurance/Quality Control 6
   a. Field staff 6
   b. Methodology and materials 6
5. Training 6
   a. Names and affiliation of GAEPD staff trainers 6
   b. Names and affiliations of field personnel being trained 6
   c. Titles and dates of training workshops 6
   d. Description of the training sessions 6
6. Monitoring Schedule 7
   a. General Schedule 7

1. Watershed Description and Reason for Monitoring

a. Size (HUC/acres/square miles) of watershed delineation or drainage area to be studied

i. HUC12 - 030601060607
ii. 8107 acres
iii. 12.7 square miles

b. Name(s) of stream segment(s) and location descriptions

i. The impaired reach is 2 miles of Rocky Creek from SR 56 to New Savannah Road for Fecal Coliform and Biota (Bio F and Bio M) and 6 miles of Rocky Creek from SR 56 to the Headwaters for just Biota (Bio F and Bio M).
ii. The HUC12 subwatershed is entirely contained within Richmond County.
iii. Targeted sampling will take place in the impaired section and upstream to the headwaters. The main focus of sampling will be within and downstream of the BMP

c. General watershed conditions and land use / coverage

i. The area to be monitored is highly urbanized with the following land use percentages. A large percentage of the development is mature with older structures and infrastructure. There are large natural areas, especially near the stream. The overall condition of the watershed is highly impacted by urbanization.

1.	Agricultural	6%
2.	Commercial Forestry	0%
3.	Urban/Residential	78%
4.	Mining/Extraction	1%
5.	Forest/Natural Areas	13%
6.	Water/Wetlands	2%
7.	TOTAL	100%

d. Water quality impairments

i. This monitoring plan addresses the impairment of 8 miles of Rocky Creek for Biota Impairment (Bio F and Bio M) based on not supporting the criteria associated with its designated use of fishing
ii. This impairment is described in the following document:
    1. 2016 Total Maximum Daily Load Evaluation for Seven Stream Segments in the Savannah River Basin for Sediment

e. Jurisdictions impacting watershed

i. Augusta-Richmond County Consolidated Government

f. Reason(s) for monitoring

i. The primary reason for monitoring is to verify the efficacy of the management practices to be installed in the overall project
ii. A secondary reason for monitoring is to assess the ability to delist the stream after BMP implementation

2. Pollutants or Indicators to be Monitored

a. Indicators to be Monitored

i. Turbidity or Total Suspended Solids (TSS)
ii. Stream Stage/discharge
iii. Temperature/Conductivity
iv. Visual Assessment of Stream Conditions
v. Macroinvertebrates
vi. Fish Community

b. Installed BMPs

i. This project will install a series of instream aquatic habitat restoration practices to overcome historic sedimentation and loss of habitat. These are described more fully in the proposal document.

3. Monitoring Locations

Table 1. Description of 7 monitoring sites

Sample Location #	Latitude (N)	Longitude (W)	Description
1 Milledgeville Road	33°26'53.22”	82° 3'14.74”	Just above BMP
2 Wheeless Road	33°26'50.31"	82° 2'46.75"	Within BMP
3 Dean’s Bridge Road	33°26'17.30"	82° 1'31.85"	Below BMP

a. Site Selection

i. Site selection was based on the ability to monitor the impact of the BMP on the noted impairments. It is also based on the ability to assess the post BMP condition of the impairments in the impaired reaches.



Figure 1. Map of target monitoring area including historic monitoring sites (pins), impaired biota reach (orange), and BMP installation reach (blue).

4. Quality Assurance/Quality Control

a. Field staff

i. Damon Mullis and Matt Erickson– Phinizy Center
ii. Augusta-Richmond County Technician
iii. Additional Adopt-A-Stream Volunteers

b. Methodology and materials

i. Standard operating procedures (SOP) will comply with EPD Surface Water Sampling (EPD-WPMP-2), the Georgia Adopt-A-Stream AAS Biological and Chemical Manual, and GAEPD/GADNR standard protocols for sampling fish (GADNR, 2005-Standard operating procedures for conducting biomonitoring on fish communities in wadeable streams in Georgia) and macroinvertebrates (GAEPD, 2007-Macroinvertebrate biological assessment of wadeable streams in Georgia; standard operating procedures)
ii. Only trained personnel will be allowed to collect or process samples.

5. Training

a. Names and affiliation of GAEPD staff trainers

i. Training will be performed by Ruth Mead, a Certified Adopt-A-Stream Trainer who is the Senior Education Specialist at Phinizy Center.
ii. GAEPD/GADNR training will be conducted through the annual workshop offered by GADNR

b. Names and affiliations of field personnel being trained

i. Phinizy and Augusta Engineering staff as well as additional Adopt-A-Stream Volunteers

c. Titles and dates of training workshops

i. GA Adopt-A-Stream Biological and GAEPD/GADNR training will take place on a date TBD in 2017 for training in the assessment of Bio M and Bio F.

d. Description of the training sessions

i. Sessions will follow the GA Adopt-A-Stream manuals for training in the designated areas
ii. GADNR training of aquatic insect methodologies is offered once per year

6. Monitoring Schedule

a. General Schedule

i. Sampling for fish and aquatic insects will be conducted before, during, and after BMP installation in order to assess BMP effectiveness. All sampling will be conducted, at a minimum, during Georgia's Index Period which is mid-September through February. Sampling will be conducted, at a minimum, of one time at each of the three proposed sites (upstream, within, and downstream of BMP installation) during the mid-September through February time period, during the pre-BMP, ongoing-BMP, and post-BMP installation phases. That is, at a minimum, of 3 sites (upstream, within, and downstream), during each of the 3 phases (pre-BMP, ongoing-BMP, and post-BMP installation).

ii. All sampling will be conducted according to the GAEPD protocols identified in Section 4.b.

Engineering Services Committee

Meeting Date: 11/25/2025

Approve No-Cost Time Extension for GA EPD Seed Grant on Real-Time Pond Controls

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve No-Cost Time Extension for GA EPD Seed Grant on Real-Time Pond Controls
Background:	AUD and AED partnered on a project to evaluate real-time controls on a retention pond. This project was a seed grant in parnership with Georgia EPD. The project was delayed due to parts availability and resource dislocation caused by the hurricane and recovery efforts. AUD requests authorization for the Mayor to sign a no-cost extension of the contract once the amended documents are delivered by Ga EPD. The documents are not currently available due to timing of the last agenda meeting of the year.
Analysis:	Approving this item would allow AUD and AED to complete the project and determine if the controls are valuable to prevent flooding and creek erosion.
Financial Impact:	None. There is no additional cost.
Alternatives:	No alternative is proposed.
Recommendation:	Approve No-Cost Time Extension for Ga EPD Seed Grant on Real-Time Pond Controls.
Funds are available in the following accounts:	No additional funds are required.
REVIEWED AND APPROVED BY:	WB

Engineering Service Committee

Meeting Date: 11/25/2025

Sole Source for Englewood Electric Medium Voltage Circuit Protectors

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Sole Source for Englewood Electric Medium Voltage Circuit Protectors
Background:	Englewood Electric proposal to do the upgrade needed at Hicks Plant for the MV Starter Motor Protection Relay. The work will consist of installing needed parts and engineering to migrate the motor protection relay for the motor starters. This will serve to upgrade the plant's control and monitoring systems. This upgrade is needed from this source as they are the sole source provider for Allen Bradley for our municipality.
Analysis:	The current MV Circuit protection is nearing end of life and these are needed to help trip the 4160 Vac Breakers in case of a Fault
Financial Impact:	$ 85,135.00 is the impact and there are funds available
Alternatives:	No Alternatives.
Recommendation:	Approve this Service and Equipment for Englewood Electric
Funds are available in the following accounts:	506-04-3540-5421110.
REVIEWED AND APPROVED BY:	N/A

Print Form

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

Vendor: Englewood Electric **E-Verify Number:** 477299

Commodity: MV Starter Motor Protection Relay Upgrade

Estimated annual expenditure for the above commodity or service: $ 85,135.00

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

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

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

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

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

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

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

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

Name: Stephen Orton Department: 4416 Date: 11/13/2025

Department Head Signature: Frank W Byne Date: 11/14/2025

Approval Authority: Andy Pennick Date: 11/17/25

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

COMMENTS:

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Stephen Orton**

CC:

DATE: 11/13/2025

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Englewood Electric proposal to do the upgrade needed at Hicks Plant for the MV Starter Motor Protection Relay. The work will consist of installing needed parts and engineering to migrate the motor protection relay for the motor starters. This will serve to upgrade the plant's control and monitoring systems. This upgrade is needed from this source as they are the sole source provider for Allen Bradley for our municipality.

Rockwell Automation

10/7/25 Received

MV Starter Motor Protection Relay Upgrade

FIXED PRICE PROPOSAL

Augusta City Council
Augusta, Georgia

30557372.1B
August 29, 2025

Presented to:
George Bales
Augusta City Council
530 Greene St Rm 801
Augusta, Georgia 30901
USA

Proposed by:
Wesco Distribution Inc
1703 Marvin Griffin Rd
Augusta, Georgia 30906-6809
USA

Rockwell Automation Inc.
135 Dundas Street St N
Cambridge, Ontario N1R 5N9
Canada

wesco

Contents

1 ROCKWELL AUTOMATION STATEMENT OF WORK 4

1.1 Statement of Work Summary 4
1.1.1 Basis for Statement of Work 4
1.1.2 MV Field Modernization Scope Of Work 4
1.1.3 Field Labor 4
1.1.4 Equipment 5
1.1.5 Hardware Delivery 5
1.1.6 Requirements Schedule 5
1.1.7 System Documentation 5

1.2 Services 6
1.2.1 Services Scheduling 6
1.2.2 Services Not Covered 6

1.3 Customer Responsibilities 7
1.3.1 Documentation Requirements 7
1.3.2 Single Point of Contact 7
1.3.3 Maintenance, Electrical, and Operations Staff 7
1.3.4 Access to the System 7
1.3.5 Cancellation 7

1.4 Assumptions, Clarifications, and Exceptions 8

1.5 Rockwell Automation Commitment for Sales Through Distribution of Sale 10

2 DISTRIBUTOR COMMERCIAL TERMS 4

2.1 Pricing Summary 11

2.2 Invoicing Schedule 11

2.3 Purchase Order Instructions 11

2.4 Wesco Distribution Inc Terms and Conditions of Sale 11

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Copyright © 2023 Rockwell Automation, Inc., All Rights Reserved

1.1.4 Equipment

The following equipment is included in this Statement of Work.

Line	Qty.	Description
1	4	This item includes parts and engineering to migrate the Motor Protection Relay to SEL-710 on the following motor starters (with Analog I/O and Ethernet) on RA Series 7004498-002-03, 7004498-003-03, 7004498-006-03 and 7004498-007-03 • Low Voltage Lower Door prewired (TEW wiring) containing o Schweitzer Engineering Laboratories 710 Motor Relay catalog #071001A0XBA71861310 • Shorting terminal block to remove 825-MCM module feeding the 825-P Note: The 825 RTD Module is compatible with the SEL-710 Relay and can communicate the same as the 825-P • ST-type glass fiber optic cables for terminating the 825 RTD scanner to SEL-710 • 800T devices for existing control functions
2	2	This item includes parts and engineering to migrate the Motor Protection Relay to SEL-751 on the following motor starters (with Analog I/O and Ethernet) on RA Series 7004498-004-03 and 7004498-008-03 • Low Voltage Lower Door prewired (TEW wiring) containing o Schweitzer Engineering Laboratories 751 Motor Relay catalog #751001A1A0X0X861290 • 800T devices for existing control functions

Please Note: This equipment list should NOT be considered a complete bill of materials nor served as an approval.

1.1.5 Hardware Delivery

Delivery is approximately 18 to 20 weeks from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change.

1.1.6 Requirements Schedule

No requirements from customer are required.

1.1.7 System Documentation

Rockwell Automation will provide the following in soft copy:

- Finalized Electrical and Dimensional drawings will be provided 4 weeks after onsite implementation.
- Rockwell Automation Field Service Report will be provided 4 weeks after completion of onsite implementation.

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Copyright © 2023 Rockwell Automation, Inc., All Rights Reserved

1.3 Customer Responsibilities

1.3.1 Documentation Requirements

At release of order, Customer will provide any documents required for completion of MV Field Modification upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

1.3.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the Customer's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.3.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.3.4 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

1.3.5 Cancellation

This section outlines the cancellation charges for the scope quoted in this proposal, according to the stage at which the cancellation is requested. Rockwell Automation expects to receive a notice / intent to cancel or terminate, from the customer, per applicable clause agreed in the terms and conditions.

This schedule applies to all order items being considered for cancellation unless otherwise stated or confirmed by Rockwell Automation.
The percentage is based on Order / Item total NET value at the time of Cancellation.

Completion Stage	Cancellation %	Description
Order Entry	10%	• Order entered in the company's business system • Order paperwork generated
Drawings created for Information or Approval (when required)	30%	• Manufacturing Drawings available /ready for submission to the customer
Order Released for Manufacturing	50%	• Manufacturing Drawings with code - Engineering Released
Assembly of Units / Structures	80%	• Equipment assembly has begun
Manufacturing Complete / Ready for Test or Shipment	100%	• Ready for factory test / inspection

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Copyright © 2023 Rockwell Automation, Inc., All Rights Reserved

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C14	**Customer or Site-Specific Requirements.** This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C15	**On-site Working Hours.** Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: • 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours. 2.0 Times Standard Rate - Sundays and holidays
C16	**Travel Time & Expenses.** Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: • Travel time to and from the jobsite is billed at the travel rate. • Overnight expenses (hotel and meals) are billed at the overnight rate. Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	**Stand-by Time.** Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	**Infectious Disease Planning.** Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C19	**Work Site Safety.** Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	**Ethics and Compliance.** All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.Rockwell Automationautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	**Third Party Software.** This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Copyright © 2023 Rockwell Automation, Inc., All Rights Reserved

2 Distributor Commercial Terms

2.1 Pricing Summary

Wesco Distribution Inc's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 60 days from date of issue.

Description	Price
MV Starter Motor Protection Relay Upgrade Solution per Quotation #30557372.1B	57,572.00
Labor	27,563.00
Total:	85,135.00

2.2 Invoicing Schedule

Description	Milestone	Payment Percent
MV Field Modernization	Milestone #1: Upon shipment of hardware	100% of hardware
	Milestone #2: Upon completion of installation	100% of labor

2.3 Purchase Order Instructions

Please Issue a Single Purchase Order to:
Englewood Electrical Supply
1703 Marvin Griffin Road
Augusta, GA 30906
Ref: Project # SB09042025_CF Rev 2

2.4 Wesco Distribution Inc Terms and Conditions of Sale

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Copyright © 2025 Rockwell Automation, Inc., All Rights Reserved

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY: **REQUISITION #**

DATE: 11/13/2025

DIVISION Hicks Water Treatment Plant

FUND #: 506043540

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

SHIP TO:	VENDOR:	Englewood Electrical Supply
2822 Central ave. Augusta,Ga 30909	ADDRESS:	1703 Marvin Griffin Road Augusta,
	PHONE #:	
	QUOTED BY:	Ref: Project# SB09042025_ CF Rev

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	MV Starter Motor Protect	1	57572.00	57572		0		0
2.	Labor	1	27563.00	27563		0		0
3.				0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			85135		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

MV Starter Motor Protection Relay Upgrade Englewood is the only vendor with the option to sell Allen Bradley to our municipality for the Protection Relay Upgrade needed at Hicks Plant

Fixed Price Proposal 30557372.1 A

REQUESTED BY: Renee Tager

APPROVED BY: Stephen Orton

Frank W Byne

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

TIA2-Barton Chapel Road Improvements Project (Deans Bridge Rd. to Augusta west Parkway)

GDOT PI# 0017630

Railroad Coordination and Review

File Reference: 25 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project in accordance with the estimate $52,500.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE
Background:	The Barton Chapel Road (Deans Bridge-Augusta West Pkwy) Improvements is a project from the "Approved Investment List" of TIA2 that was approved by voters of the CSRA in June 9, 2020 referendum. The Barton Chapel is a Band3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, targeted sidewalks replacement and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement of roadway aesthetics. The project is in the design concept development phase. The roadway crosses CSX tracks warranting CSX design coordination & permitting to ensure proposed design meets railroad requirements of tracks safety and passing trains safe mobility and a safe construction zone.
Analysis:	Railroad coordination is required to ensure rail tracks safety and advance the project construction schedule. Augusta would be required to enter into an agreement that Augusta will pay the estimated amount of $52,500.00. This is a cost that is required to be paid by the Augusta, GA to complete the needed engineering review.
Financial Impact:	Project TIA funds.
Alternatives:	1). Do not approve and find alternative to reimburse CSX and complete the TIA project.

Recommendation:	Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project in accordance with the estimate $52,500.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE
Funds are available in the following accounts:	**($52,500)** 372041110-52.12115 / TIA225908-52.12115 – TIA Funds
REVIEWED AND APPROVED BY:	HM/sr

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this **"Agreement**") is made as of _____, 20___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and Augusta Engineering Department, a body corporate and political subdivision of the state of Georgia ("**Agency**").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Barton Chapel Rd. improvements including addition of curb, gutter, and sidewalk at DOT# 279467Y in CSXT's Atlanta Division, Georgia Subdivision, at milepost YYG-7.82 (the "**Project**").

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The

Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **$52,500** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to

immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Augusta Engineering Department
452 Walker St. Suite 110
Augusta, GA 30901
Attention: Alexander Shanchez

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

11. Applicable Law. This Agreement shall be governed by the laws of the **State** of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Augusta Engineering Department

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Todd Allton
Project Manager II – CSX Public Projects

Augusta, Richmond Co., GA
Barton Chapel Rd. Addition of curb, gutter and sidewalk
279467Y Atlanta Div., Georgia Sub., YYG-7.82
CSXT OP_____

ESTIMATE SUBJECT TO REVISION AFTER: 11/7/2026		**DOT NO.:** 279467Y
CITY: Augusta	**COUNTY:** Richmond	**STATE:** GA
DESCRIPTION: Barton Chapel Rd.PE Review for addition of curb, gutter and sidewalk to transition across the tracks		
DIVISIOIN: Atlanta	**SUB-DIV:** Georgia	**MILE POST:** YYG-7.82
AGENCY PROJECT NUMBER: PI 0017630		

PRELIMINARY ENGINEERING:						
Contracted & Administrative Engineering Services					$	52,500
Subtotal					**$**	**52,500**
CONSTRUCTION ENGINEERING/INSPECTION:						
Contracted & Administrative Engineering Services					$	-
Subtotal					**$**	**-**
FLAGGING SERVICE: (Contract/CSX Labor)						
Engineering Labor (Foreman/Inspector/Flagman)		0	Days @	$ 700.00	$	-
Additive	174.70% (Engineering Department)				$	-
Subtotal					**$**	**-**
SIGNAL & COMMUNICATIONS WORK:					**$**	**-**
TRACK WORK:					**$**	**-**
CONTRACT WORK:					**$**	**-**
PROJECT SUBTOTAL:					**$**	**52,500**
CONTINGENCIES:	0.00%				$	-
PROJECT TOTAL:	**********				$	52,500
CURRENT AUTHORIZED BUDGET:	**********				$	-
TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**52,500**
DIVISION OF COST:						
Agency	100.00%				$	52,500
Railroad	0.00%				$	-
					$	**52,500**

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV _____ **Approved by:** CTA **CSXT Public Project Group**

DATE: 11/03/25 **REVISED:** _____ **DATE:** 11/07/25

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Augusta, Richmond Co., GA Barton Chapel Rd. Addition of curb, gutter and sidewalk at 279467Y Atlanta Div., Georgia Sub., YYG-7.82 PI 0017630

CSXT OP# _____ (To be filled in by CSXT)

****

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*********Mail a Check*********

Mail this form (via USPS only), along with your paper check (do not send the Agreement) to the following address:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

****

OR

*******ACH/EFT Payment*******

Submit Payment to:

CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192

Acct # 1219082172
ACH ABA# 267084199

****

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

Todd Allton
Project Manager II - Public Projects
Todd_Allton@csx.com
With copies to
Amy_Henry@csx.com
Janae.Hudgins@stvinc.com

****

(All information below to be completed by Agency providing Payment)

Sponsor Name	Payment Date	Check #	Amount

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

Roadway Lighting for Public Safety

Richmond Estate, Mason McKnight, Nixon Rd & Highgate Subdivisions

File Reference: 5 – 014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Authorize and approve agreement with Georgia Power (GP) for construction of street lights for Mason McKnight Pkwy, Richmond Estate, Nixon Rd Subdivision, Highgate Subdivision (GP proposals attached). Also, Approve funds in amount of $225,863.67 for these streetlights construction./ AE

Background: This is a roadway safety lighting project. Georgia Power will install a total of 94 streetlights along Mason McKnight Pkwy corridor and within Richmond Estate, Nixon Road, Highgate Subdivisions. It is a coordinated project between Augusta Engineering and Georgia Power. Once construction is completed, improvements are transitioned to Georgia Power for its operation and maintenance (O&M).

Analysis: Georgia Power provided construction and O&M (Operation & Maintenance) cost proposals amounting to $225,863.67 for construction including material and $2,201.28 monthly O&M cost for these lights. O&M expenses will be covered through Augusta Streetlighting Program.

Financial Impact: Construction Funds in amount of $225,863.67 are available in Engineering SPLOTS (SPLOT6-Streetlighting: $131,274 & SPLOST 8-Traffic Safety Improvements: $94,589.67).

Alternatives: Explore & identify alternate streetlighting option and funding source.

Recommendation: Authorize and approve agreement with Georgia Power (GP) for construction of street lights for Mason McKnight Pkwy, Richmond Estate, Nixon Rd Subdivision, Highgate Subdivision (GP proposals attached). Also, Approve funds in amount of $225,863.67 for these streetlights construction./ AE

Funds are available in the following accounts: **($225,863.67)**

$131,274 - 328041110-54.14410 / 219828922-54.14410 SPLOST 6

$94,589.67 - 330041110-54.14110 / 222830909-54.14410 SPLOST 8 Traffic Safety

REVIEWED AND APPROVED BY: HM/sr

LOCATION	No-Prepay O&M/Mo	Pre-Pay O&M/Mo	quantity	wattage	Pre-Payment
Richmond Estate	$662.88	$404.88	27	70	$0.00
Mason McKnight	$1,980.00	$448.00	20	120	$107,944.87
Nixon Rd Subdivision	$950.00	$750.00	25	180	$26,215.00
Highgate Subdivision	$1,899.92	$598.40	22	60	$91,703.80
Monthly cost	$5,492.80	$2,201.28	94		$225,863.67
Yearly Cost	$65,913.60	$26,415.36			

Lighting Services Agreement

Georgia P

Project # LP103509

Customer Legal Name AUGUSTA RICHMOND CO DBA

Service Address 1784 Nixon Rd AUGUSTA GA 30906 County Richmond - GA

Mailing Address 452 WALKER ST STE 110 AUGUSTA GA 30901

Email CMurray@augustaga.gov Tel # 762-333-4759 Alt Tel #

Tax ID# 4274 Business Description NIXON RD SUBDIVISION

Existing Customer Yes ☐ No ☑ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	25	180	LED	Roadway

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$546.25	$203.75	$750.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☑

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$26,215.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Jennifer Williams
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement

Georgia P

Project # LP109170

Customer Legal Name AUGUSTA RICHMOND COUNTY DBA

Service Address Highgate Subdivision Augusta GA 30901-___ County Richmond County

Mailing Address 535 TELFAIR ST STE 800 AUGUSTA GA 30901

Email Tel # Alt Tel #

Tax ID# 4274 Business Description subdivison

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	22	60	LED	Post Top

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$533.06	$65.34	$598.40

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	OLG	NLC

Pre-Payment ($)
$91,703.80

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature		Signature	
Print Name		Print Name	Evan Rachels
Print Title		Print Title	
Date		Date	

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement

Georgia P

Project # LP112230

Customer Legal Name AUGUSTA RICHMOND COUNTY DBA

Service Address 0 STREET LIGHTS AUGUSTA GA 30901 County Richmond - GA

Mailing Address 535 TELFAIR ST STE 800 AUGUSTA GA 30901

Email Tel # Alt Tel #

Tax ID# 4274 Business Description Mason McKnight Jr Pkwy

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	20	120	LED	Roadway

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$332.40	$115.60	$448.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$107,944.87

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization

Signature

Print Name

Print Title

Date

Georgia Power Authorization

Signature

Print Name Evan Rachels

Print Title

Date

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

406

Lighting Services Agreement

Georgia P

Project # LP111873

Customer Legal Name AUGUSTA RICHMOND COUNTY DBA

Service Address 0 STREET LIGHTS AUGUSTA GA 30901 County Richmond - GA

Mailing Address 535 TELFAIR ST STE 800 AUGUSTA GA 30901

Email Tel # Alt Tel #

Tax ID# 4274 Business Description Richmond Estates Sub

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	24	70	LED	Post Top

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$324.24	$80.64	$404.88

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:
Richmond Estates Subdivision

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature		Signature	
Print Name		Print Name	Evan Rachels
Print Title		Print Title	
Date		Date	

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Engineering Services

Meeting Date: 11/25/2025

Approve Emergency PO to Ferguson For Critical On-Site Spare Parts for 36" Water Line & Fittings ($50,658.12)

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Emergency PO to Ferguson For Critical On-Site Spare Parts for 36" Water Line & Fittings ($50,658.12)
Background:	It's widely considered best practice to have on-site spare parts for critical pieces of infrastructure in the event a failure happens. This is even more so when those parts are difficult to obtain due to their nature (such as size) and lead-time to manufacture
Analysis:	There is a 36" water line which runs alongside Gordon Hwy on the west-side of the City and is a primary feed of potable water for Fort Gordon Army Installation. These parts are to be used as on-site spare parts to be used in the event of a break, leak, or other type of failure. This key piece of infrastructure has been identified by the Department as one of immense criticality in providing potable water to the Fort and is essential to remain in service or returned to service as fast as possible.
Financial Impact:	$50,658.12
Alternatives:	None
Recommendation:	Approve Emergency PO to Ferguson For Critical On-Site Spare Parts for 36" Water Line & Fittings in the amount of $50,658.12
Funds are available in the following accounts:	506-04-3410/53-15111
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

11/18/2025

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

Approved:
AUD Director

FROM: **Michael Bryant, Utilities Department**

CC: **Everett Jennings, Utilities Department**

DATE: November 17, 2025

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

The AUD Engineering division is seeking to purchase 36" water pipe and fittings for a critical water line that serves Fort Gordon Army Installation. Due to the location of the water line, the scarcity of these repair materials, and the customer which the line serves, this asset is deemed critical and one that must be returned to full service in the event of a break or failure as fast as possible. Local waterworks supplier Ferguson is low bidder on this order at $50,658.12.

If approved, a Commission agenda item will be created for this purchase.

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Quotation

2140 SEVENTH STREET
MACON, GA 31206
478-743-1505 Fax 478-741-1953
www.maconsupply.com

QUOTE DATE	QUOTE NUMBER
10/30/25	S2237598

ORDER TO:
MACON SUPPLY COMPANY
2140 SEVENTH STREET
MACON, GA 31206

PAGE NO: 1

QUOTE TO:
CITY OF AUGUSTA
452 WALKER ST STE 200
AUGUSTA, GA 30901

SHIP TO:
CITY OF AUGUSTA - UTILITIES DE
1840 WYLDS ROAD
AUGUSTA, GA 30909

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
5691	QUOTE		House Account

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Robert Zimmerman	OT OUR TRUCK	Net 10th Prox	11/27/25	No

ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	EXT PRICE
100ea	20471	36" CL350 SJ DUCTILE IRON PIPE	376.560	37656.00
2ea	12483	36" DI MJ LONG SLEEVE - IMP	4341.020	8682.04
4ea	67982	36" SERIES 1000 N/D MJ WEDGE TYPE RESTRAINT FOR DI PIPE W/ACCS	2069.170	8276.68
2ea	35611	JCM 102-3830-24" FULL SEAL CLAMP FOR 36" DI PIPE*/**	2406.200	4812.40
		TAXES NOT INCLUDED		

*** IMPORTANT***
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE IN TODAY'S VOLATILE MARKET. PLEASE CONFIRM PRICING BEFORE ORDERING
WE APPRECIATE THE OPPORTUNITY TO SERVE YOU!

Subtotal	59427.12
S&H CHGS	0.00
Amount Due	59427.12

FERGUSON WATERWORKS

FEL-AUGUSTA WATERWORKS #518
4188 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909-9626

Phone: 706-860-2233
Fax: 706-855-7204

Deliver To:
From: Joseph Green
joseph.green@ferguson.com
Comments:

14:23:32 NOV 03 2025

FEL-GEORGIA WATERWORKS #554
Price Quotation
Phone: 706-860-2233
Fax: 706-855-7204

Bid No: B646000
Bid Date: 10/23/25
Quoted By: JEG

Cust Phone: 706-312-4127
Terms: NET 10TH PROX

Customer: COUNTY OF AUGUSTA RICHMON
535 TELFAIR SUITE 800
ROOM 105 CITY/CTY MUNICIPAL
ACCT DEPT BLDG (11)
AUGUSTA, GA 30901

Ship To: COUNTY OF AUGUSTA RICHMON
535 TELFAIR SUITE 800
ROOM 105 CITY/CTY MUNICIPAL
ACCT DEPT BLDG (11)
AUGUSTA, GA 30901

Cust PO#:

Job Name: 36IN PIPE AND FITTS

Item	Description	Quantity	Net Price	UM	Total
AFT300P36	36 CL300 CL DI FASTITE PIPE	100	362.210	FT	36221.00
AFT350P36	36 CL350 CL DI FASTITE PIPE	100	403.620	FT	40362.00
MJLSLA36	36X24 MJ C153 LONG SLV L/A	2	4121.960	EA	8243.92
E1136DEC	36 MEGALUG EBAASEAL ACCY PKG F/ DI	4	1548.300	EA	6193.20
SP-FFS4383015	FS4 REP CLMP 36"	2	2800.000	EA	5600.00
			Net Total:		$96620.12
			Tax:		$0.00
			Freight:		$0.00
			Total:		$96620.12

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=518&on=23370

CONSOLIDATED PIPE & SUPPLY Co

QUOTATION

Quotation Number	**S230903**
Version Number	**1**
Quotation Date	**10/30/2025**

JOB NAME **36" DIP AND FITTINGS**

SALE SITE
CONSOLIDATED PIPE & SUPPLY
10887 OLD ATLANTA HWY
COVINGTON, GA 30014-0891
PHONE: 678-342-7666

SOLD TO
AUGUSTA RICHMOND CO
ATTN: TESS
1840 WYLDS ROAD
AUGUSTA, GA 30909, USA

SHIP TO
AUGUSTA RICHMOND CO
1840 Wylds Road
Augusta, GA 30909, USA

Ship Via	Best Way
Delivery Terms	Prepaid Destination
Payment Terms	Net 30 Days

Last Communication	10/30/2025
Expiration Date	11/28/2025
Written By	Trey Norman
Customer RFQ	
Customer Number	GA0211638L
Requested By	PURCHASING
Sales Rep	Robert Witcher

SALES

Line	CPS Part No / Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	60-3600-00005		109.20	FT	$380.52	$41,552.78
1.1	36 CL350 ASPHALT COATED OD CEMENT ID DI PIPE SJ (18.2' NOMINAL LENGTH JOINTS) (CURRENTLY IN STOCK PENDING PRIOR SALE)					
2	20-3600-00028		2.00	EA	$4,534.15	$9,068.30
2.1	36 C153 DI LP SLEEVE L/ACC MJ IMP (1 WEEK LEAD TIME)					
3	20-3600-00027		4.00	EA	$2,041.43	$8,165.72
3.1	36 DIPS SIP EZ GRIP EZDP36 DI RESTRAINT W/ACC IMP (1 WEEK LEAD TIME)					
4	20-3600-00091		2.00	EA	$2,397.00	$4,794.00
4.1	36 (37.85-39.20) JCM 102-3830-24 SS EXTENDED RANGE REPAIR CLAMP 24" (6 WEEK LEAD TIME)					

Subtotal Amount	$63,580.80
Tax Amount	$0.00
Total	**$63,580.80**

This Quotation is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply-General-Terms-and-Conditions-of-Sale-10.1.16-0832602-1.pdf. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional or conflicting terms and conditions shall be inapplicable to this Quotation as well as to any related purchase order or other agreement, or any performance thereunder.

Consolidated Pipe and Supply Company

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 11/17/2025

DIVISION August Utilities WAREHOUSE

FUND #: 506000000 -53151111

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

REQUISITION #

SHIP TO:
WAREHOUSE
1840 Wylds Rd.

VENDOR:
ADDRESS:
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	Ferguson Waterworks UNIT PRICE	Ferguson Waterworks TOTAL PRICE	Consolidated Pipe & Supply UNIT PRICE	Consolidated Pipe & Supply TOTAL PRICE	Macon Supply Co. UNIT PRICE	Macon Supply Co. TOTAL PRICE
1.	36" Ductile Iron Mega	4	1,548.30	6,193.20	2,041.43	8,165.72	2,069.17	8,276.68
2.	Lugs with accessories			0.00		0.00	0.00	0.00
3.	part # 10351.19			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.	36" X 24" MJ Ductile	2	4,121.96	8,243.92	4,534.15	9,068.30	4,341.02	8,682.04
6.	Iron Solid Sleeves			0.00		0.00		0.00
7.	C153			0.00		0.00		0.00
8.				0.00		0.00		0.00
9.	36" Class 350 DIP	100	362.21	36,221.00	380.52	38,052.00	376.56	37,656.00
10.	Water Pipe - ft.			0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			50,658.12		55,286.02		54,614.72

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: Michael J Bryant

APPROVED BY: Michael J Bryant

Approved:
AUD Director

Rev. 4/29/2013

Engineering Services

Meeting Date: 11/25/2025

Approve Purchase Number P490965 to Consolidated Pipe & Supply for Large Water Meters totaling $99,850

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Purchase Number P490965 to Consolidated Pipe & Supply for Large Water Meters totaling $99,850
Background:	The Utilities department has several upcoming projects that require large meters. Consolidated Pipe is able to supply these large meters with the shortest lead-time as to minimize the negative impact on development.
Analysis:	The Utilities department is finalizing contracts with winning vendors for meter bid 25-174. The preferred vendor for this purchase is Delta Municipal. However, Delta Municipal's lead-time for this order of large meters is several weeks and development would have to be delayed while we wait for this vendor to deliver these meters. The department seeks to order these meters from a comparable vendor, Consolidated Pipe, and keep development on schedule.
Financial Impact:	$99,850.00
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	506-04-3210/53-15111
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

C Penick 11/7

Approved:
AUD Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Michael Bryant, Utilities Department

CC: Steve Little, Utilities Department
Dean Meyer, Utilities Department
Everett Jennings, Utilities Department

DATE: November 7, 2025

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

The AUD warehouse seeks approval to requisition ten (10) Master Meter-brand 8-inch and six (6) 6-inch ultrasonic water meters from vendor Consolidated Pipe & Supply. AUD is awaiting the 25-174 meter bid's final approval before we can begin officially ordering from it. Bid winner of these meters has an extended lead time (March 2026) for these sizes. Consolidated Pipe & Supply has reported they have this entire order in stock in Atlanta, GA and can ship once a PO is sent and the meters programmed for our billing system.

The Utilities warehouse has run out of this material waiting on the bid process of 25-174 to be finalized and petitions to order from an alternate vendor Consolidated Pipe & Supply. There are numerous development projects that are on hold awaiting the arrival of these meters. The Augusta Fire Code/fire marshal requires a water source be available prior to any vertical construction (such as structure framing) or store combustible materials on site until adequate fire protection is provided.

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

CONSOLIDATED PIPE & SUPPLY Co

QUOTATION

Quotation Number	S232500
Version Number	1
Quotation Date	11/06/2025

JOB NAME OCTAVE METERS

SALE SITE
CONSOLIDATED PIPE & SUPPLY
10857 OLD ATLANTA HWY
COVINGTON, GA 30014-0891
PHONE 678-342-7866

SOLD TO
AUGUSTA RICHMOND CO
ATTN: TESS
1840 WYLDS ROAD
AUGUSTA, GA 30909, USA

SHIP TO
AUGUSTA RICHMOND CO
1840 Wylds Road
Augusta, GA 30909, USA

Ship Via	Less Than Truckload
Delivery Terms	Prepaid Destination
Payment Terms	Net 30 Days

Last Communication	
Expiration Date	12/06/2025
Written By	Joey Todd
Customer RFQ	
Customer Number	GA0211638L
Requested By	MICHAEL
Sales Rep	Robert Witcher

SALES

Line	CPS Part No / Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	23-0600-00008		10.00	EA	$6,850.00	$68,500.00
1.1	6 MASTER METER OCTAVE SS 0306-M1-A06					
2	23-0600-00011		6.00	EA	$5,225.00	$31,350.00
2.1	6 MASTER METER OCT SS 0305-M1-A06 END MOD 25'					
3	23-0000-00353		16.00	EA	$0.00	$0.00
3.1	ITRON CA-1531-060 NICOR ADAPTER CABLE					

Subtotal Amount	$99,850.00
Tax Amount	$0.00
Total	$99,850.00

This Quotation is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply-General-Terms-and-Conditions-of-Sale-10.1.16-03622602-7.pdf. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional or conflicting terms and conditions shall be inapplicable to this Quotation as well as to any related purchase order or other agreement, or any performance thereunder.

Consolidated Pipe and Supply Company

R41269

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

DATE: 11/7/2025

DIVISION Customer Service

FUND #: 506043210 -531511

CHECK ALL THAT APPLY:

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

REQUISITION #

SHIP TO:
WAREHOUSE
1840 Wylds Rd.

VENDOR: Consolidated Pipe & Supply
ADDRESS:
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	8" Master Meter Octave	10	6,850.00	68,500.00		0.00		0.00
2.	Ultrasonic Meter			0.00		0.00		0.00
3.	25' Itron Cable			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.	6" Master Meter Octave	6	5,225.00	31,350.00		0.00		0.00
6.	Ultrasonic Meter			0.00		0.00		0.00
7.	25' Itron Cable			0.00		0.00		0.00
8.				0.00		0.00		0.00
9.	Itron/Nicor Cable Adptr	16	0.00	0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			99,850.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: Michael J Bryant

APPROVED BY: Michael J Bryant

Approved:
AUD Director

Rev. 4/29/2013

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

Broad Street Improvements Project Water & Sanitary CST

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve supplement funds (SA2) for Construction Contract supplement to E R Snell Contactor, Inc. in the amount of $4,000,000.00 for water & Sanitary sewer subsurface utilities construction conflicts resolution for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. Also, approve adding $800,000 to the project Force Account for roadway improvements constructability other unforeseen conditions resolution. This funding is critical for continuity of in progress construction without delays. AE/ RFQ 22-167 (23ENG272)

Background: The Broad Street Improvements is project from the "Approved Investment List" of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is Band 3 projects. Construction continuity of the project & associated funds are included also in TIA-2 that was approved by the voters of the CSRA on June 9, 2020 referendum. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. Improvements also include James Brown Linear Park. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics.

On Augusta 1, 2023, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project will be constructed in phases. Segment between 15th Street & 13th Street is full depth construction and tentatively will be substantially completed by February 2026. It is full-depth road improvements and during construction unforeseen unsuitable material and multiple water & sewer utilities conflicts encountered requiring mitigation to complete road improvements. It resulted significant delay completing construction of this segment as it was scheduled. Road improvements construction in-progress within median segment between 10th Street to 13th Street segments along with James Brown Linear Park improvements (block of 9th street). Encountering water & sewer subsurface unforeseen conflicts is highly likely, given this infrastructure probably was constructed during early 19th century, aging and poorly documented.

Analysis: The project is under construction and roadway improvements are in progress. Present construction zone is major business corridor and timely completion of improvements in this zone is critical to minimize impact to business operating within this construction zone. Given historic and unknown nature of subsurface utilities including water & sewer, it is highly likely that construction will encounter utilities conflicts that will result in significant delays if Augusta Engineering has to wait to seek commission approvals after encountering conflicts or unforeseen conditions. To ensure continuity of construction activity and resolving utilities conflicts as these encounter is cost effective timely mitigation measure that will keep construction on its completion primary schedule. In addition, additional potential identified conflict resolution supplement work is critical for completing roadway improvements for enhancing roadway operation and safety. Funds are added to maintain project construction schedule and resolved aforementioned conflicts presently encountered and may encounter as construction progress beyond 13th Street towards 5th Street. Funds will be released to contractor on as needed basis & completion of conflicts resolution work. Construction Team developed utility conflict resolution unit cost that determined to be reasonable and cost effective for the type of work being performed and will be performed.

Financial Impact: Funds available in amount of $3,000,000 (AUD Funds: 51604390-5425410) and $1,800,000 (Engineering TIA-Discretionary Funds).

Alternatives: Not proprosed

Recommendation: Approve supplement funds (SA2) for Construction Contract supplement to E R Snell Contactor, Inc. in the amount of $4,000,000.00 for water & Sanitary sewer subsurface utilities construction conflicts resolution for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. Also, approve adding $800,000 to the project Force Account for roadway improvements constructability other unforeseen conditions resolution. This funding is critical for continuity of in progress construction without delays. AE/ RFQ 22-167

Funds are available in the following accounts:

$4,800,000 ($3,000,000) 51604390-54.25410 **AUD Funds**

($1,800,000) 2350411110-54.25410 **TIA Discretionary funds**

REVIEWED AND APPROVED BY: HM/sr

Biditem	Cost Code	Description	Quantity	Units	Unit Price	Amount
		Water Meter Service (relocation) from 3/4" to 1"	80	EA	$ 4,800.00	$ 384,000.00
		Water Meter Service (relocation) from 1.5" to 2"	5	EA	$ 7,000.00	$ 35,000.00
		Water Meter Service (relocation) from 3" to 4"	2	EA	$ 11,800.00	$ 23,600.00
		Abandon Ex Water Valve	1	EA	$ 3,225.88	$ 3,225.88
		Soft K Copper 1"	400	LF	$ 124.00	$ 49,600.00
		4" Ductile Iron Pipe or Iron Pipe Size (IPS) Water	1	LF	$ 117.78	$ 117.78
		2"-3" Ductile Iron Pipe or Iron Pipe Size (IPS)	200	LF	$ 112.72	$ 22,543.53
		Traffic Rated Meter Box	15	EA	$ 3,880.00	$ 58,200.00
		Water Valve Box Traffic Rated	18	EA	$ 3,590.00	$ 64,620.00
		Sewer MH	2	EA	$ 17,900.00	$ 35,800.00
		Epoxy Coated 401 DIP Sewer 6" to 8"	40	LF	$ 498.00	$ 19,920.00
		Epoxy Coated 401 DIP Sewer 10" to 14"	1	LF	$ 670.00	$ 670.00
		Epoxy Coated 401 DIP Sewer 14" to 20"	1	LF	$ 783.00	$ 783.00
		Sewer Lateral Conflict Adjustment (3" to 4")	1	EA	$ 9,750.00	$ 9,750.00
		Sewer Lateral Conflict Adjustment (6" to 8")	20	EA	$ 11,385.29	$ 227,705.88
		Sewer Lateral Conflict Adjustment (10" to 12")	1	EA	$ 13,194.12	$ 13,194.12
		Sanitary Sewer PVC Clean Out (3" to 4")	1	LF	$ 7,340.00	$ 7,340.00
		Sanitary Sewer PVC Clean Out (6" to 8")	15	LF	$ 9,040.00	$ 135,600.00
		Sanitary Sewer PVC Clean Out (10" to 12")	1	LF	$ 209.00	$ 209.00
		Water Line Ductile Iron Pipe (6" to 8")	500	LF	$ 165.00	$ 82,500.00
		Water Line Ductile Iron Pipe (10" to 12")	250	LF	$ 215.00	$ 53,750.00
		Water Line Ductile Iron Pipe (14" to 16")	1	LF	$ 275.94	$ 275.94
		Water Line Ductile Iron Pipe (18" to 20")	1	LF	$ 378.00	$ 378.00
		Conflict Box	2	EA	$ 17,300.00	$ 34,600.00
		Water Line Off Set (6" to 8")	1	EA	$ 16,700.00	$ 16,700.00
		Water Line Off Set (8" to 10")	1	EA	$ 18,800.00	$ 18,800.00
		Water Line Off Set (10" to 12")	4	EA	$ 22,600.00	$ 90,400.00
		Water Line Off Set (14" to 16")	1	EA	$ 30,600.00	$ 30,600.00
		Water Line Valve (2" to 4")	4	EA	$ 2,940.00	$ 11,760.00
		Water Line Valve (6" to 8")	10	EA	$ 4,210.00	$ 42,100.00
		Water Line Valve (10" to 12")	4	EA	$ 21,956.47	$ 87,825.88
		Fire Hydrant Assembly	25	EA	$ 9,560.00	$ 239,000.00

Fire Hydrant Cut Tee	25	EA	$ 14,600.00	$ 365,000.00
Existing Concrete Removal	1	SY	$ 110.00	$ 110.00
Existing Asphalt Removal	1	SY	$ 94.75	$ 94.75
Class A Concrete Patching	1	SY	$ 203.00	$ 203.00
Adjust Existing Valve Box	88	EA	$ 3,850.00	$ 338,800.00
Adjust Existing Manhole	90	EA	$ 8,560.00	$ 770,400.00
Export Unsuitable Soil	250	CY	$ 43.00	$ 10,750.00
Import Select Fill	250	CY	$ 43.25	$ 10,812.50
Bypass Pumping	5	DY	$ 2,000.00	$ 10,000.00
Existing Pipe Removal	1	LF	$ 102.00	$ 102.00
Traffic Control Per Day	1	DY	$ 5,400.00	$ 5,400.00
Mobilization	1	LS	$ 25,900.00	$ 25,900.00
			TOTAL	**$ 3,338,141.26**
			[with 20% contingency= $4,000,000]	

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

Augusta, GA Right-of-Way Use

Jefferson Energy Cooperative Franchise Agreement

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Jefferson Energy Cooperative (JEC) Franchise Agreement to place and use their facilities in Augusta, Georgia Right-of-Way. Also authorized Augusta, GA Mayor to process and execute all associated documents with consultation of Augusta Legal Counsel. /AE
Background:	Augusta, Georgia (City) right-of-way (ROW) usage is managed by Augusta Engineering (AE) by ROW encroachment permit and franchise agreement. Private and Public utilities, and telecommunication entities are significant user of ROW. On March 19, 1996 the Augusta, GA adopted Ordinance granting permission and consent to Jefferson Electric Membership Corporation, its successors, lessees and assigns, to occupy the streets and public, places of the City in constructing, maintaining, operating and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity, and for other purposes.
Analysis:	The City and the Company now wish to amend the Franchise to address certain issues that may arise under the 1996 Franchise Agreement and for other purposes. Franchise Agreement provides the City a needed mechanism for managing use of City ROW in a controlled way while staying in compliance with applicable state rules and regulations.
Financial Impact:	Amended Franchise Agreement minimizes the City funding obligation for relocation of JEC facilities located within the City right of way.
Alternatives:	1). Do not approve and face possibility of covering JEC facilities located in the City right of way relocation 100% cost.
Recommendation:	Approve Jefferson Energy Cooperative (JEC) Franchise Agreement to place and use their facilities in Augusta, Georgia Right-of-Way. Also authorized Augusta, GA Mayor to process and execute all associated documents with consultation of Augusta Legal Counsel. /AE.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	HR/sr

ORDINANCE AMENDING FRANCHISE

WHEREAS, on March 19, 1996, the City of Augusta—Richmond County , Georgia (hereafter referred to as the "City") adopted an Ordinance Granting Permission and Consent to Jefferson Electric Membership Corporation (here referred to as the "Company"), its successors, lessees and assigns, to occupy the streets and public, places of the City in constructing, maintaining, operating and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity, and for other purposes.

WHEREAS, the City and the Company now wish to amend the Franchise to address certain issues that may arise under the Franchise and for other purposes;

NOW, THEREFORE, the City hereby adopts this Ordinance Amending Franchise as follows:

SECTION 1. Be it ordained that in addition to the terms and conditions set forth in the 1996 Ordinance, the Company's occupancy and use of the streets, alleys, and public places of the City as authorized in the 1996 Ordinance are subject to the following terms and conditions:

1. For purposes of paragraph 2 of this Section 1, the term "Distribution Facilities" mean poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this Ordinance amending Franchise) in the streets, alleys, or public places of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereafter referred to as "Transmission Lines"); (ii) poles, towers, frames or other supporting structures for Transmission Lines (hereafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables; or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

2. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, the obligation to bear the cost of such relocation shall be based on which party had prior rights to occupy the location. Said prior rights may be established by any documents or information demonstrating the location of the Distribution Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other relevant information or documentation. The Company shall bear the burden of demonstrating its prior rights, if any, to the City. Notwithstanding the foregoing provisions of this paragraph 2, the Company shall not be obligated to relocate, at its own

expense, any of the following: (i) Distribution facilities that are located on private property at the time the relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration /deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) distribution facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

3. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Distribution Facilities within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short term work program, or the City's annual budget in an effort to minimize relocation of the Company's Distribution Facilities. Such Communication may include, but is not limited to, (i) both parties participation on the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

SECTION II. Be it further ordained that nothing contained in this Ordinance Amending Franchise shall limit or restrict the right of customers within the Corporate Limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION III. Be it further ordained that the Company shall, within 90 days from the approval of this Ordinance Amending Franchise, file the Company's written acceptance of the same with the Clerk of the City, so as to form an Amendment to the Franchise between the Company and the City.

SECTION IV. Be it further ordained that upon such acceptance all laws and ordinance, and all agreements between the Company and the City with respect to the Company's occupancy and use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated respectively.

{SIGNATURES TO FOLLOW ON NEXT PAGE}

Adopted by the Augusta Commission of the City of Augusta-Richmond County, Georgia at a meeting held _____ 2025.

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest:

_____
Its: Clerk of Commission

JEFFERSON ENERGY COOPERATIVE

By: _____
Its: President & CEO

Attest:

_____

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support

RFP 25-241A

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve & Award RFP 25-241A-"On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspection & Investigations, and Construction Miscellaneous Support" Services (CEI Services) Contract to Goodwyn Mills Cawood, LLC (GMC), subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/**25-241A**

Background: The Augusta Engineering (AE) requested on-call professional services from Engineering Professional firms for Engineering & Field Design, Small to Medium scale Maintenance Task design, Regulatory Periodic Inspection Compliance, Infrastructure structural assessment, construction misc. AE has infrastructure improvements for several projects in design and under construction. This trend will continue for the next several years. Majority of the projects are locally funded (SPLOST) and regionally funded (TIA). There are a few federal funded projects too. In addition, AE is responsible for the operation and maintenance of storm conveyance systems, flood control structures (such as dam and levee) and bridges, Traffic operations, and roadway lighting operations and maintenance. In January 20204, AE procured these services under RFP 25-240. However, only four consulting engineering firms responded and was awarded the contract. Given the magnitude of maintenance construction and addressing improvements to aging storm conveyance system, AE determined that two additional firms need to be added to keep up with on-call miscellaneous engineering tasks in a timely manner and minimize risk of Augusta liability risk.

The on-going roadway improvements and drainage improvement projects and increase in maintenance and emergency repairs to aging infrastructures and sidewalks within the county have placed a significant strain on the AE Construction & Program Delivery resources. AE has limited inhouse resource to provide needed subject services. The assistance of outside professional engineering services will function as extended arm of AE and

help ensure addressing task in a time manner and reducing Augusta liability risk. The assistance of outside professional engineering services will only be on as needed basis.

Analysis: This is a supplemental RFP to add two additional firms for the proposed services, bringing the total to six (4) firms. Given the magnitude of the infrastructure maintenance & improvements needs, four firms are not sufficient to meet the scheduled demand. Proposals were received on September 11, 2025. Received proposals were evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. Goodwyn Mills Cawood (LLC (GMC) and Kimley-Horn and Associates (KH) are the top two rated firms of the selected firms. AE will be submitting a 2nd agenda item for KH contract award approval.

Financial Impact: N/A. It will be continuity of active on-call professional Engineering Task Order contract

Alternatives: Do not approve contract award and find alternative way providing needed Professional Engineering Services for small to medium projects design, construction support, and specialty professional services.

Recommendation: Approve the restriping of 18 streets in Richmond County.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/sr

RFP Opening: RFP Item #25-241A On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support for Augusta, GA Engineering and Environmental Services Department
RFP Date:Thursday, September 11, 2025 @ 3:30 p.m. via ZOOM

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 743
Georgia Procurement Registry: 2002
Pre-Proposal Conference Attendees: 19
Total Packages Submitted: 7
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Advance Engineering & Construction, LLC 5300 Memorial Drive, Suite 141 Stone Mountain, GA 30083	Yes	Yes	1313252	Yes	Yes	Yes	Yes
Bridgefarmer & Associates, Inc. 2350 Vallet View Lane, Suite 600 Dallas, TX 75234	Yes	Yes	660485	Yes	Yes	Yes	Yes
Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Yes	Yes	1215852	Yes	Yes	Yes	Yes
Kimley-Horn and Associates, Inc. 3930 East Bridge Road, Suite 350 Peachtree Corners, GA 30092	Yes	Yes	2023677	Yes	Yes	Yes	Yes
Moffatt & Nichol, Inc. 300 Bull Street, Suite 200 Savannah, GA 31401	Yes	Yes	1600079	Yes	Yes	Yes	Yes

RFP Opening: RFP Item #25-241A On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support for Augusta, GA Engineering and Environmental Services Department
RFP Date:Thursday, September 11, 2025 @ 3:30 p.m. via ZOOM

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 743
Georgia Procurement Registry: 2002
Pre-Proposal Conference Attendees: 19
Total Packages Submitted: 7
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Thomas & Hutto Engineering CO. 3633 Wheeler Road, Suite 385 Augusta, GA 30909	Yes	Yes	959225	Yes	Yes	Yes	Yes
TTL, Inc. 5256 Peachtree Road, Ste. 140 Atlanta, GA 30341	Yes	Yes	131102	Yes	Yes	Yes	Yes

RFP Item #25-241A On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support for Augusta,GA – Engineering and Environmental Services Department
Evaluation Date: Wednesday, October 1, 2025 11:00 a.m. via ZOOM

Vendors			Advance Engineering & Construction, LLC 5300 Memorial Drive, Suite 141 Stone Mountain, GA 30083	Bridgefarmer & Associates, Inc. 2350 Vallet View Lane, Suite 600 Dallas, TX 75234	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Kimley-Horn and Associates, Inc. 3930 East Bridge Road, Suite 350 Peachtree Corners, GA 30092	Moffatt & Nichol, Inc. 300 Bull Street, Suite 200 Savannah, GA 31401	Thomas & Hutto Engineering CO. 3633 Wheeler Road, Suite 385 Augusta, GA 30909	TTL, Inc. 5256 Peachtree Road, Ste. 140 Atlanta, GA 30341	Advance Engineering & Construction, LLC 5300 Memorial Drive, Suite 141 Stone Mountain, GA 30083	Bridgefarmer & Associates, Inc. 2350 Vallet View Lane, Suite 600 Dallas, TX 75234	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Kimley-Horn and Associates, Inc. 3930 East Bridge Road, Suite 350 Peachtree Corners, GA 30092	Moffatt & Nichol, Inc. 300 Bull Street, Suite 200 Savannah, GA 31401	Thomas & Hutto Engineering CO. 3633 Wheeler Road, Suite 385 Augusta, GA 30909	TTL, Inc. 5256 Peachtree Road, Ste. 140 Atlanta, GA 30341
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**							**Weighted Scores**					
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**												
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	10	3.0	3.5	5.0	5.0	4.0	3.0	3.0	30.0	35.0	50.0	50.0	40.0	30.0	30.0
3. Organization & Approach	(0-5)	10	3.3	3.0	5.0	5.0	3.0	3.0	3.0	32.5	30.0	50.0	50.0	30.0	30.0	30.0
4. Scope of Services: Experience and approach to the Scope of Services included in Section One to include details on the following items: a. Prime firms experience in consulting services providing similar services as requested under this RFP as one of the primary area of specialization. b. Firms experience, capabilities and other qualifications for this project in reference to on-call engineering services. c. Firms organizational and management approach to the on-call services d. Resources necessary to accomplish the purpose of the project. e. Prime firm's expertise in providing the following specialized services: 1. Traffic Engineering 2. Roadway Trees and Landscaped Area Management 3. Structural and Bridge Engineering. f. Detailed Scope of Services to be Provided 1. Proposed scope of services is appropriate for all phases of the work. 2. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. g. Project Deliverables 1. Deliverables are appropriate to schedule and scope set forth in above requirements.	(0-5)	30	3.3	3.5	5.0	5.0	3.8	3.5	3.3	97.5	105.0	150.0	150.0	112.5	105.0	97.5
5. Schedule of Work	(0-5)	5	5.0	4.5	5.0	5.0	4.5	4.0	3.3	25.0	22.5	25.0	25.0	22.5	20.0	16.3
6. Financial Stability	(0-5)	5	3.5	4.0	5.0	5.0	4.5	4.0	3.0	17.5	20.0	25.0	25.0	22.5	20.0	15.0
7. References	(0-5)	5	5.0	4.0	5.0	5.0	5.0	5.0	5.0	25.0	20.0	25.0	25.0	25.0	25.0	25.0
7. Proximity to Area - enter the point value for the one line only)										**Cost/Fee Proposal Consideration**						
Within Richmond County	5	10			5.0			5.0		0.0	0.0	50.0	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	5.0		5.0	20.0	0.0	0.0	20.0	20.0	0.0	20.0
Within SE	5	2								0.0	0.0	0.0	0.0	0.0	0.0	0.0
All Others	5	1		5.0						0.0	5.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 35 - Maximum Weighted Total Possible 375)			28.0	27.5	35.0	35.0	29.8	27.5	25.5	247.5	237.5	375.0	345.0	272.5	280.0	233.8
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
8. Presentation by Team	(0-5)	10								0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5								0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)																
Lowest Fees	5	10	5.0							50.0	0.0	0.0	0.0	0.0	0.0	0.0
Second	5	6					5.0			0.0	0.0	0.0	0.0	30.0	0.0	0.0
Third	5	4		5.0						0.0	20.0	0.0	0.0	0.0	0.0	0.0
Forth	5	2			5.0					0.0	0.0	10.0	0.0	0.0	0.0	0.0
Fifth	5	1						5.0	5.0	0.0	0.0	0.0	0.0	0.0	5.0	5.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	0.0	5.0	5.0	5.0	50.0	20.0	10.0	0.0	30.0	5.0	5.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
Total Cumulative Score (Maximum point is 500)			33.0	32.5	40.0	35.0	34.8	32.5	30.5	297.5	257.5	385.0	345.0	302.5	285.0	238.8

Internal Use Only

Evaluator: Cumulative Date: Phase I - 10/1/25

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: Phase I - 10/1/25

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: October 8, 2025

SUBJECT: On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support
for Augusta, GA -Engineering Department
RFP 25-241A
File Reference: 25-014(A)

RFP 25-241A is for additional on-call vendors. As stated in RFP intent of the department is to select up to two additional firms for the proposed services.

It is recommendation of Augusta Engineering to award RFP 25-241A (On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support) contract to following listed two firms. Augusta Engineering requests entering into fee negotiations. Accordingly Augusta Engineering will issue supplemental recommendations.

Recommended Firms:
1) Goodwyn Mills Cawood, LLC (GMC), and
2) Kimley-Horn and Associates, Inc.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: November 4, 2025

SUBJECT: On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support
for Augusta, GA -Engineering Department
RFP 25-241A
File Reference: 25-014(A)

RFP 25-241A is for additional on-call vendors. As stated in RFP intent of the department is to select up to two additional firms for the proposed services. Following is department final recommendation adding one of two firms included in initial recommendations.

It is final recommendation of Augusta Engineering to award RFP 25-241A (On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support) contract to Goodwyn Mills Cawood, LLC (GMC). Augusta Engineering requested entering fee negotiation. Accordingly, Augusta Engineering entered fee negotiation, and the department is accepting GMC offered revised fee unit rates.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

RFP 25-241A

On Call Professional Services for Engineering & Field Design, Small to Median Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support

FEE PROPOSAL

Item No	Description	Unit	Unit Rate	
1	Principal / Team Lead	HR	$275	
2	Project Manager / Project Lead	HR	$225	
3	Senior Engineer PE	HR	$215	
4	Staff Engineer / Design Engineer	HR	$155	
5	QA/QC Engineer	HR	$195	
6	Structural Engineer, PE / CE	HR	$225	
7	Traffic Engineer, POTE	HR	$215	
8	Landscape Architect	HR	$175	
9	Arborist	HR	$175	
10	Administrator Staff / Project Admin Support	HR	$85	
11	Survey Crew (three-man crew including PLS)	Day *	$2,640	
*	**Assume 8 work-hours**			

NOTES:

1) Hourly rate includes direct expense cost (such as vehicle, phone, per diem, lodging, etc.). There will be no separate pay item for these and other incidental items
2) Assigned work will be performed per issued Task Order. Each Task Order fee proposal will be developed based on specific scope of services for a respective project.
3) Firm will be paid on hourly rate task order basis.
4) Negotiated rates will be re-evaluated annually at start of second (2nd) year, inflation rate not to exceed 2.5% and revision will be made by mutual agreement between the firm and AE.

SUBMITTED BY:

NAME:_____

COMPANY:_____

ADDRESS:_____

CITY/STATE/ZIP:_____

TELEPHONE:_____ **EMAIL:**_____

SIGNATURE: _____

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, September 3, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 897 9072 6476; Passcode: 25241** furnishing:

RFP Item #25-241A **On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support for Augusta, GA – Augusta Engineering and Environmental Services Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

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

Pre-Proposal Conference will be held on Monday, August 18, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 858 1774 6618; Passcode: 25241.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, August 19, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	July 24, 31, 2025 and August 7, 14, 2025
Metro Courier	July 24, 2025

Revised:10/02/24

RFP Item #25-241A On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance, Structural Inspections & Investigations, and Construction Miscellaneous Support for Augusta,GA – Engineering and Environmental Services Department
Evaluation Date: Wednesday, October 1, 2025 11:00 a.m. via ZOOM

Vendors			Advance Engineering & Construction, LLC 5300 Memorial Drive, Suite 141 Stone Mountain, GA 30083	Bridgefarmer & Associates, Inc. 2350 Vallet View Lane, Suite 600 Dallas, TX 75234	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Kimley-Horn and Associates, Inc. 3930 East Bridge Road, Suite 350 Peachtree Corners, GA 30092	Moffatt & Nichol, Inc. 300 Bull Street, Suite 200 Savannah, GA 31401	Thomas & Hutto Engineering CO. 3633 Wheeler Road, Suite 385 Augusta, GA 30909	TTL, Inc. 5256 Peachtree Road, Ste. 140 Atlanta, GA 30341	Advance Engineering & Construction, LLC 5300 Memorial Drive, Suite 141 Stone Mountain, GA 30083	Bridgefarmer & Associates, Inc. 2350 Vallet View Lane, Suite 600 Dallas, TX 75234	Goodwyn Mills Cawood, LLC (GMC) 801 Broad Street, Suite 900 Augusta, GA 30901	Kimley-Horn and Associates, Inc. 3930 East Bridge Road, Suite 350 Peachtree Corners, GA 30092	Moffatt & Nichol, Inc. 300 Bull Street, Suite 200 Savannah, GA 31401	Thomas & Hutto Engineering CO. 3633 Wheeler Road, Suite 385 Augusta, GA 30909	TTL, Inc. 5256 Peachtree Road, Ste. 140 Atlanta, GA 30341
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**												
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**							**Weighted Scores**							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	10	3.0	3.5	5.0	5.0	4.0	3.0	3.0	30.0	35.0	50.0	50.0	40.0	30.0	30.0
3. Organization & Approach	(0-5)	10	3.3	3.0	5.0	5.0	3.0	3.0	3.0	32.5	30.0	50.0	50.0	30.0	30.0	30.0
4. Scope of Services: Experience and approach to the Scope of Services included in Section One to include details on the following items: a. Prime firms experience in consulting services providing similar services as requested under this RFP as one of the primary area of specialization. b. Firms experience, capabilities and other qualifications for this project in reference to on-call engineering services. c. Firms organizational and management approach to the on-call services d. Resources necessary to accomplish the purpose of the project. e. Prime firm's expertise in providing the following specialized services: 1. Traffic Engineering 2. Roadway Trees and Landscaped Area Management 3. Structural and Bridge Engineering. f. Detailed Scope of Services to be Provided 1. Proposed scope of services is appropriate for all phases of the work. 2. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. g. Project Deliverables 1. Deliverables are appropriate to schedule and scope set forth in above requirements.	(0-5)	30	3.3	3.5	5.0	5.0	3.8	3.5	3.3	97.5	105.0	150.0	150.0	112.5	105.0	97.5
5. Schedule of Work	(0-5)	5	5.0	4.5	5.0	5.0	4.5	4.0	3.3	25.0	22.5	25.0	25.0	22.5	20.0	16.3
6. Financial Stability	(0-5)	5	3.5	4.0	5.0	5.0	4.5	4.0	3.0	17.5	20.0	25.0	25.0	22.5	20.0	15.0
7. References	(0-5)	5	5.0	4.0	5.0	5.0	5.0	5.0	5.0	25.0	20.0	25.0	25.0	25.0	25.0	25.0
7. Proximity to Area - enter the point value for the one line only)										**Cost/Fee Proposal Consideration**						
Within Richmond County	5	10			5.0			5.0		0.0	0.0	50.0	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	5.0		5.0	20.0	0.0	0.0	20.0	20.0	0.0	20.0
Within SE	5	2								0.0	0.0	0.0	0.0	0.0	0.0	0.0
All Others	5	1		5.0						0.0	5.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 35 - Maximum Weighted Total Possible 375)			28.0	27.5	35.0	35.0	29.8	27.5	25.5	247.5	237.5	375.0	345.0	272.5	280.0	233.8
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
8. Presentation by Team	(0-5)	10								0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5								0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)																
Lowest Fees	5	10	5.0							50.0	0.0	0.0	0.0	0.0	0.0	0.0
Second	5	6					5.0			0.0	0.0	0.0	0.0	30.0	0.0	0.0
Third	5	4		5.0						0.0	20.0	0.0	0.0	0.0	0.0	0.0
Forth	5	2			5.0					0.0	0.0	10.0	0.0	0.0	0.0	0.0
Fifth	5	1						5.0		0.0	0.0	0.0	0.0	0.0	5.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	0.0	5.0	5.0	0.0	50.0	20.0	10.0	0.0	30.0	5.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																
Total Cumulative Score (Maximum point is 500)			33.0	32.5	40.0	35.0	34.8	32.5	25.5	297.5	257.5	385.0	345.0	302.5	285.0	233.8

Internal Use Only

Evaluator: Cumulative Date: Phase I - 10/1/25

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: Phase I - 10/1/25

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: October 8, 2025

SUBJECT: On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support
for Augusta, GA -Engineering Department
RFP 25-241A
File Reference: 25-014(A)

RFP 25-241A is for additional on-call vendors. As stated in RFP intent of the department is to select up to two additional firms for the proposed services.

It is recommendation of Augusta Engineering to award RFP 25-241A (On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support) contract to following listed two firms. Augusta Engineering requests entering into fee negotiations. Accordingly Augusta Engineering will issue supplemental recommendations.

Recommended Firms:
1) Goodwyn Mills Cawood, LLC (GMC), and
2) Kimley-Horn and Associates, Inc.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: November 4, 2025

SUBJECT: On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support
for Augusta, GA -Engineering Department
RFP 25-241A
File Reference: 25-014(A)

RFP 25-241A is for additional on-call vendors. As stated in RFP intent of the department is to select up to two additional firms for the proposed services. Following is department final recommendation adding one of two firms included in initial recommendations.

It is final recommendation of Augusta Engineering to award RFP 25-241A (On Call Professional Services for Engineering & Field Design, small to Medium scale maintenance task design, regulatory periodic inspection compliance, structural inspection & investigations, and construction miscellaneous support) contract to Goodwyn Mills Cawood, LLC (GMC). Augusta Engineering requested entering fee negotiation. Accordingly, Augusta Engineering entered fee negotiation, and the department is accepting GMC offered revised fee unit rates.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

BLUEWATER ENGINEERING SVS
P. O. BOX 617
EVANS, GA 30809

787 ENGINEERING
ATTN: ED LEBRON
1450 GREENE ST., SUITE 80
AUGUSTA, GA 30901

HUSSEY GAY BELL
ATTN: MAUREEN O'BRIEN
1219 ASSEMBLY ST
COLUMBIA, SC 29201

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

INFRASTRUCTURE CONSULTING &
ENGINEERING, PLLC
110 MIDLANDS COURT
WEST COLUMBIA, SC 29169

W & A ENGINEERING, LLC
248 FURYS FERRY ROAD
AUGUSTA, GA 30907

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

SOUTHERN PARTNERS INC
1233 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909

AECOM
2151 PICKENS STREET STE 301
COLUMBIA, SC 29201

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

CROY ENGINEERING
ATTN: CHRIS RIDEOUT
200 N. COBB PKWY.
BUILDING 400, SUITE #413
MARIETTA, GA 30062

GOODWYN, MILLS & CAWOOD
801 BROAD ST., SUITE 900
AUGUSTA, GA 30901

HAMEED MALIK
ENGINEERING

JUNE HAMAAL
ENGINEERING

PHYLLIS JOHNSON
COMPLIANCE

RFP ITEM# 25-241A ON CALL PROFESSIONAL SERVICES FOR ENGINEERING & FIELD DESIGN, SMALL TO MEDIUM SCALE MAINTENANCE TASK DESIGN, REGULATORY PERIODIC INSPECTION COMPLIANCE, STRUCTURAL INSPECTIONS & INVESTIGATIONS, AND CONSTRUCTION MISCELLANEOUS SUPPORT FOR AUGUSTA, GA – ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT
RFP DUE: WED.,9/3/25 @ 11:00 A.M.

RFP ITEM# 25-241A ON CALL PROFESSIONAL SERVICES FOR ENGINEERING & FIELD DESIGN, SMALL TO MEDIUM SCALE MAINTENANCE TASK DESIGN, REGULATORY PERIODIC INSPECTION COMPLIANCE, STRUCTURAL INSPECTIONS & INVESTIGATIONS, AND CONSTRUCTION MISCELLANEOUS SUPPORT FOR AUGUSTA, GA – ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT
MAIL DATE: 07/24/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, July 24, 2025 5:50 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000139

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-2025-000000139**
Event Title:	**25-241A On Call Professional Services for Engineering & Field Design, Small to Medium Scale Maintena**
Event Type:	**Non-State Agency**

Process Log
2025/07/24 17:37:54 : Log starts for - 31849678 - EVENT_RELEASE_TO_SUPL
2025/07/24 17:37:58 : Email Process Log for the Event#: PE-72155-NONST-2025-000000139
2025/07/24 17:37:58 : Email Batch# 2507244344
2025/07/24 17:37:58 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/07/24 17:45:25 : Bad Email not sent to tstone@atwell-group.co, of ATWELL LLC
2025/07/24 17:50:19 : Total No of Contacts found for sending Email: 2002
2025/07/24 17:50:19 : 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-2025-000000139&sourceSystemType=gpr20

07/24/2025 05:50:19 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

Add Supplier | Export To Excel

Supplier (18)

Supplier	Download Date
Advance Engineering & Construction, LLC	07/29/2025
Atlas Technical Consultants LLC	07/24/2025
Blue Cypress Consulting	07/29/2025
Blue Space Security LLC	08/24/2025
Bridgefarmer and Associates, Inc	08/21/2025
ConstructConnect	07/25/2025
Cranston LLC	07/28/2025
DeepWalk ADA Solutions	07/25/2025
Dodge Data	07/24/2025
EarthBalance	07/30/2025
Hardesty & Hanover	09/03/2025
MaesAwyr, LLC.	07/24/2025
Nandina Inc.	07/25/2025
Onvia, Inc. - Content Department	07/24/2025
Thomas & Hutton	08/25/2025

1 2

Showing 1-15 of 18

Add Supplier

Supplier Details

Supplier Name Advance Engineering & Construction, LLC

Contact Name Parul Benders

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 Date: November 25, 2025

Highland Avenue Water Treatment Plant - East Filter Building Roof Replacement

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter a Professional Services Contract with Ardurra Group, Inc. to provide engineering design, bid phase, and construction administration services for the repair of Highland Avenue Water Treatment Plant East Filter Building in the amount of $595,000.00. Ardurra is a pre-qualified Engineering RFQ 24-132.
Background:	Following recommendations made by Ardurra Group, Inc. during their structural condition assessment of the Highland Avenue Water Treatment Plant East Filter Building performed and reported to AUD in June 2025, and the subsequent emergency shoring of said building by Chaplin & Sons, It is AUD's desire to move forward with development, bidding, and implementation of construction plans for the required structural repairs and roof replacement of said building.
Analysis:	Approval of this contract will allow AUD to move forward with development, bidding, and implementation of construction plans for the required structural repairs and roof replacement at the Highland Avenue Water Treatment Plant East Filter Building.
Financial Impact:	We have reviewed the proposal from Ardurra Group, Inc. and find it to be reasonable. Funding in the amount of $595,000.00 is available from accounts: G/L 516043410-5212115 - J/L 82500080-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Ardurra Group, Inc. for $595,000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115 - J/L 82500080-5212115.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Mitchell O'Neal, P.E., Engineering Manager
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director - Engineering & Construction
Augusta Utilities Department

DATE: November 17, 2025

SUBJECT: Highland Avenue Water Treatment Plant East Filter Building Roof Replacement
Professional Services Justification

It is the Augusta Utilities Departments request that Ardurra Group, Inc. be approved to provide professional services for structural repair and roof replacement to the Highland Avenue Water Treatment Plant's East Filter Building.

This work is required to provide engineering design, bid phase, and construction administration services for the structural repairs needed to the building following recommendations made by Ardurra Group, Inc. during their structural condition assessment performed and reported to AUD in June 2025.

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

It should be noted that the emergency shoring of the building by Chaplin & Sons has recently been performed as a temporary safety measure to allow AUD time to address the structural deficiencies at the East Filter Building with the understanding that subsequent development, bidding, and implementation of these needed construction plans may be performed.

The attached proposal outlines these services, and AUD has determined the associated costs are fair and reasonable. Ardurra Group, Inc. is prequalified under RFQ 24-132, approved by the commission on June 27, 2024.

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

DRAFT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Roof Replacement Highland Avenue WTP East Filter Building

DATE EXECUTED:

DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

DRAFT

This Agreement is made and entered into this _____ day of _ _____, 2025 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and Ardurra Group, Inc,* a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Roof Replacement Highland Avenue WTP East Filter Building

and,

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

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

GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on

DRAFT

behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

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

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DRAFT

DEFINITIONS

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

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

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

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

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

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

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

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

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

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

DRAFT

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

DRAFT

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

DRAFT

5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

DRAFT

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

DRAFT

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

DRAFT

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

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

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

16. SUBCONTRACTING

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

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

DRAFT

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

DRAFT

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

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

DRAFT

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

DRAFT

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY:_____

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

ATTEST CLERK:

_____

PRINTED NAME:_____
AS ITS: **Clerk of Commission**

DATE: _____

CONSULTANT:

Ardurra Group, Inc.

BY:_____

PRINTED NAME Joseph E. Downey, Jr.

AS ITS:: South Region Growth Director

ATTEST:

_____

PRINTED NAME Jeffrey L Duplantis
AS ITS:: Client Services Manager

DATE: 9/29/25

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

DRAFT

CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the PROJECT, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the PROJECT requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for services to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the PROJECT activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

DRAFT

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITES

CITY-FURNISHED DATA
CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

DRAFT

TIMELY REVIEW
CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE
The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

ATTACHMENT A – SCOPE OF SERVICES

Article A. Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group, Inc) to proceed with professional engineering and technical services associated with the Roof Replacement Highland Avenue WTP East Filter Building project (PROJECT) for the City of Augusta, GA (CITY). The PROJECT generally includes the design of the following facility and infrastructure improvements:

- Roof Replacement Highland Avenue WTP East Filter Building

The activities that are included are described in Article B. Scope of Services.

Article B. Scope of Services

The CONSULTANT agrees to provide general professional engineering and technical services for the PROJECT as presented below:

DRAFT

Project A – Highland Avenue Water Treatment Plant East Filter Building Roof Replacement

Task No. 1 – Project Management

Project Management will include the following subtasks:

1.1 Project Monitoring

CONSULTANT will provide management services to continually monitor the project to ensure that staff is properly utilized, schedule milestones are met, and design coordination is occurring as appropriate.

1.1.a Scheduling

CONSULTANT will establish a project schedule based on major tasks and will update the schedule monthly or as necessary.

1.1.b Coordination with Others

This subtask includes coordination with others performing work at the identified facilities through meetings with the CITY.

1.1.c Monthly Status Reports

CONSULTANT will provide monthly status reports with invoices, describing work performed on each task and estimated progress.

1.2 Coordination Meetings

CONSULTANT will participate in project status and design review meetings as follows:

1. Kick-off meeting
2. 30% Preliminary Design Review Meeting
3. 90 % Design Review Meeting

The kick-off meeting with the CITY is intended to inform CONSULTANT on CITY preferences. The information gathered will be documented in a meeting summary. The kick-off meeting will also be used to establish procedures, discuss standards, schedules, and project guidelines, and to discuss the following:

- Development of the preliminary design
- Review of project specific technical issues
- Discussion of alternative solutions to be evaluated

Participants in the status and design review meetings will include CONSULTANT's PM, design supervisors as required, and CITY staff as required. For each meeting, CONSULTANT will prepare an agenda prior to the meeting, prepare and present information to be discussed, and produce and distribute a meeting summary after the meeting. Meetings will be in person and include representatives from CONSULTANT and the CITY who are deemed necessary based upon the agenda. Other attendees may join via conference call as agreed upon.

After the preliminary design review, all major design decisions will be agreed upon by all parties and documented in meeting minutes. CONSULTANT will rely on those decisions to complete remaining phases of the design, and any changes after that will be considered a change in the scope of work which could impact CONSULTANT's level of effort, fees, and schedule.

1.3 Quality Assurance Oversight

CONSULTANT will designate a QA/QC team comprised of skilled engineers and select industry experts who will ensure the quality of deliverables throughout the duration of the project. CONSULTANT will incorporate the QA/QC team's comments into the 30% submittal prior to transmittal to the CITY. CONSULTANT will also provide sets of the construction drawings after 60% and 90% design for review by the QA/QC team and discuss their comments to resolve any issues which they identify.

DRAFT

Task No. 2 – Engineering Design

The specific Engineering Design Services that CONSULTANT agrees to furnish to the CITY for the PROJECT are described below.

2.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the CITY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

2.2 Design Scope Work Tasks

The CONSULTANT shall perform engineering design services necessary to construct the improvements identified in the Evaluation Phase for the PROJECT. The conceptual, preliminary, and final design services will be developed to construct the components of the PROJECT as described below.

The specific scope of services that CONSULTANT shall provide in this work task is outlined below:

2.3 Conceptual Design

CONSULTANT will perform conceptual engineering design (30%) for PROJECT based on the recommended project scope. 30% procurement documents will be prepared for the CITY to facilitate the purchase of specific equipment. It is understood the CITY will be constructing the recommended improvements by soliciting and contracting a licensed contractor using contract documents developed by the CONSULTANT.

CONSULTANT will evaluate other roofing system options that may be suitable or provide more durability for the CITY'S consideration.

CONSULTANT will evaluate the existing steel framework to determine adequacy of the materials in accordance with the following:

- Remove a small section of the existing steel roof beam flange, approximately 2 inches by 6 inches, to determine the material type and strength of the structural steel. Samples will be collected from each of the three (3) building phases.
- All testing will be conducted by an independent accredited materials testing laboratory. The resulting data will be used to evaluate the adequacy of the existing steel members and verify compliance with current building code requirements.

CONSULTANT shall schedule and conduct a Kick-off design meeting and field review with the CITY, including schematic site/civil and mechanical layout plan and anticipated power requirements.

The intent of this engineering phase is to finalize general constructability preferences in conjunction with the CITY'S operation requirements to ensure a final design that is satisfactory to the CITY.

2.4 60% Engineering Design

The objective of these tasks is to produce construction documents (plans and specifications) ready for bidding for the identified facilities based on the agreed upon preliminary design. The design will be carried out in close cooperation with the CITY and will include the following deliverables:

2.4.1 Drawings

The construction drawings will represent the level of effort for various engineering disciplines prepared at this point in the project, which may not all be the same. Detail sheets for each discipline will be prepared and ready for use on the specific drawings; however, the details will not be referenced on the drawings. The design will be done using CONSULTANT's standard drawing format, means of presenting drawing information details, symbols, etc.

2.4.2 Specifications

CONSULTANT will provide a draft set of Standard Specifications to describe project components. Also, the specifications will consist of the specification outline of contract provisions and technical specifications, with draft specifications for major equipment. Specifications will be prepared using CONSULTANT's standard format.

DRAFT

2.4.3 60% Quantity Take-off

CONSULTANT will prepare quantity take-offs as part of the 60% level of effort. The extent of the takeoffs will be commensurate with the level of completion of the 60% documents.

CONSULTANT will prepare an electronic (PDF format) version of the 60% Design deliverable for submission to the CITY for review. CITY shall review and provide comments to CONSULTANT within two weeks of submission. Upon acceptance of the 60% Design by the CITY, CONSULTANT will begin 90% Design. Information contained in the accepted 60% Design will serve as basis for completion of the remaining phases.

2.5 90% Engineering Design

2.5.1 90% Drawings

The construction drawings will represent the level of effort prepared at this point in the project. The construction drawings are generally complete except for some miscellaneous notes for clarification and reference to some final details. One or two design elements may need refining to further clarify the design. The drawings have the "appearance" that they are completed. They have been through QA/QC, internal discipline, and inter-discipline review, and are ready for the CITY staff review, and agency/regulatory review.

2.5.2 90% Specifications

The construction specifications are generally complete at this stage, including the bid proposal, sequence of construction description, bid documents, and the technical specifications. CONSULTANT will update the Standard Specifications. Specifications will be prepared using CONSULTANT's standard format.

2.5.3 90% Quantity Take-offs

CONSULTANT will update the quantity take-offs provided under Subtask 2.6. The extent of the takeoffs will be commensurate with the level of completion of the 90% documents.

2.6 Final Engineering Design

2.6.1 100% Drawings

CONSULTANT will finalize the construction drawings based on comments from the QA/QC review and 90% CITY review. The drawings will be ready to print and bid at this completion level.

2.6.2 100% Specifications

CONSULTANT will finalize the Specifications based on comments from the QA/QC review and 90% CITY review. The specifications will be ready to print and bid at this completion level.

Task No. 3 – Bid Phase Services

CONSULTANT will support all phases of this project, including bid phase services through Augusta Procurement. The CONSULTANT shall assist the CITY with bidding services for the water main. The services shall be as follows:

DRAFT

a. CONSULTANT will deliver bid documents, including plans and technical specifications, on a jump drive in PDF format. CITY will assemble and distribute bidding documents to contractors and will assemble contract documents for execution.

b. Assist the CITY with coordination and attend one (1) pre-bid meeting. CONSULTANT shall compile and answer written questions regarding the project.

c. CONSULTANT to address written RFI's from official plan holders. CONSULTANT to provide written answers to CITY for distribution to official plan holders. For the purposes of scope, it is anticipated that the CONSULTANT will answer two (2) sets of questions, submitted by the CONTRACTOR to the CITY.

d. CONSULTANT to prepare up to two (2) Addenda.

e. CONSULTANT to attend one (1) bid opening.

f. CONSULTANT shall attend CITY'S bid opening event, prepare a certified tabulation of bids, evaluate bidder's qualifications and recommend award of the Contract for construction.

g. CONSULTANT shall coordinate with CITY to execute the construction contract and provide CITY with conformed contract documents at the time of award.

Task No. 4 – Construction Administration Services

The CONSULTANT shall coordinate and oversee project activity on a regular basis related to all administrative and technical aspects of the project. In particular, the CONSULTANT will supervise, and direct staff related to technical components of the project. The CONSULTANT will perform the following construction administration services throughout the construction period.

a. The CONSULTANT shall provide project tracking as follows:

   1) The CONSULTANT shall prepare monthly invoices for its services in format acceptable to the CITY.

   2) The CONSULTANT shall maintain a project cost accounting system throughout the life of the project.

b. The CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work.

c. Meet with representatives of the CITY, the CONSULTANT, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the project.

d. Organize and facilitate one (1) Pre-Construction Conference and record minutes for distribution to all attendees, including the CITY, and the Contractor.

e. Pre-construction Conference will be held in person at the CITY's facilities or virtually via a platform acceptable to the CITY. Shall the CITY elect to conduct the pre-construction

DRAFT

conference remotely, the CONSULTANT shall host platform for a virtual video conference for the meeting.

f. Organize and facilitate monthly construction progress meetings. Record minutes and distribute via a platform acceptable to the CITY. Shall the CITY elect to conduct the monthly progress meetings remotely, the CONSULTANT shall host platform for a virtual video conference for the meeting.

g. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review these data for general conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.

h. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work, including responding to Contractor's Requests for Information (RFIs) and issuing Field Orders. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. For the purposes of the fee associated with this task, the preparation of ten (10) RFIs are included.

i. Make recommendations to the CITY concerning the disapproval or rejection of Contractor's Work while it is in progress if the CONSULTANT believes that such Work does not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the project as reflected in the Contract Documents. The CONSULTANT shall have access to the Work at all times whenever it is in preparation or progress.

j. The CONSULTANT shall recommend Change Orders and Work Change Directives to CITY as appropriate, and the CONSULTANT shall prepare Change Orders and Work Change Directives as required. The CONSULTANT shall not issue such Change Orders and Work Change Directives until the CITY has approved and accepted Contractors cost and schedule change proposal to implement such Change Orders and Work Change Directives. The CONSULTANT has budgeted for preparation and processing of up to six (6) such Change Orders/Work Change Directive, beyond the summary/closeout Change Order mentioned elsewhere herein.

k. Receive, review, and recommend for approval, Contractor's payment requests.

l. Based on CONSULTANTS on site observations and on review of applications for payment, determine the amounts owing the Contractor and recommend in writing to CITY payment to CONTRACTOR in such amounts.

m. Make a final review and inspection of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.

DRAFT

n. Assist the CITY in checking and starting installed equipment.

o. Prepare as-built drawings and deliver same within a reasonable time to the CITY.

Task No. 5 – Construction Observation Services

The CONSULTANT shall assign a Resident Project Representative (RPR) to the project to provide full-time construction observation services during the construction period. Observation services can be provided beyond the designated construction period, if requested, as an additional service. The representative will call to the attention the Contractor's deficient work noted in the field and, through the assistance of the Project Manager, interpret the contract documents when questions arise. Construction Observation includes labor plus expenses for the Construction Observer and is inclusive of all necessary onsite meetings (partial approvals, progress meetings, job conferences, etc.). Observation services can be provided beyond this specified time, if requested, as an additional service. The CONSULTANT will provide general consultation as may be necessary to achieve successful construction for the duration of the project. The duties and responsibilities of the RPR are as follows:

a. RPR is the CONSULTANT's agent at the Site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall, in general, be with CONSULTANT and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of the CONSULTANT;

b. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability;

c. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof;

d. Serve as the CONSULTANT's liaison with the Contractor;

e. Assist the CONSULTANT in serving as CITY's liaison with the Contractor when the Contractor's operations affect CITY's On-Site operations;

f. Report to the CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the CONSULTANT;

g. Conduct on-site observations of the Contractor's work in progress to assist the CONSULTANT in determining if the Work is in the general proceeding in accordance with the Contract Documents

h. Report to the CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does

DRAFT

not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval

i. Consult with the CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work

j. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that the Contractor maintains adequate records thereof. Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT

k. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work

l. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected

m. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work

n. Participate in a final inspection in the company of the CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied

o. Observe whether all items on the final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Task No. 6 – Closeout Phase

Final closeout documents will be provided to the Contractor and the CITY. The CONSULTANT shall support and coordinate the closeout documentation with the CITY. It is assumed this documentation includes Record Drawings, Test Reports, Monthly Observation Summary Reports, Approved Shop Drawings, Release of Liens, Consent of Surety, Final Change Order, Final Reimbursement Request, Certification of Completion, O&M Manuals, and the Engineer's Certification.

a. CONSULTANT will prepare and issue the Record Drawings based on the as-built information provided by the Contractor. The Contractor is responsible for submitting accurate as-built drawings that reflect the actual conditions of the completed work.

DRAFT

1) The Contractor shall submit complete and accurate as-built drawings, which reflect all changes, variations, or deviations from the original design documents.
2) As-built drawings shall include detailed information about the final installed conditions, including any modifications, substitutions, or changes to the scope of work.
3) CONSULTANT will review the as-built drawings provided by the Contractor to verify their accuracy and completeness. This includes comparing the submitted as-builts to the original design documents and any approved change orders or field modifications.
4) Based on the verified as-built drawings from the Contractor, CONSULTANT will prepare and issue the final Record Drawings. These drawings will reflect the actual conditions of the completed project.

Assumptions:

1) The accuracy and completeness of the Record Drawings are dependent on the quality of the as-built information provided by the Contractor.
2) Any discrepancies or missing information in the Contractor's as-built submissions may result in additional effort by CONSULTANT to finalize the Record Drawings.

b. Debrief with the CITY and the CONSULTANT's field representative to determine if the completed Work is acceptable to the CITY so that the CONSULTANT may recommend, in writing, final payment to Contractor and may give written notice to CITY and Contractor that the Work is acceptable. Accompanying the recommendation for final payment, the CONSULTANT shall indicate that the Work is acceptable and in conformance with the Contract Documents to the best of the CONSULTANT's knowledge, information and belief and based on the extent of the services performed and furnished by the CONSULTANT to the CITY. After determining that the completed Work is acceptable, the CONSULTANT shall issue a written Notice of Acceptance to the Contractor. Notice of Acceptance shall establish the completion date.

c. Receive, review, and recommend for approval, the Contractor's final payment request. Prepare a final adjusting Change Order to be signed by the Contractor and submitted to the CITY with the final pay request.

d. Following construction and acceptance, but prior to operation, the CONSULTANT shall prepare and submit to the CITY the completed Engineering Certification form with supporting documents along with a request to operate. The CONSULTANT has budgeted for the preparation and submittal of one (1) final certification package.

e. The CONSULTANT will provide one (1) digital copy PDF of Record Drawings and contractor as-builts.

DRAFT

ATTACHMENT B - COMPENSATION

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

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

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order**,** it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete or cost plus basis.

Compensation for professional engineering and technical services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Work Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

DRAFT

Fee Schedule for Water Treatment Plants and Water Distribution System Improvements		
Project Phases	**Unit**	**Unit Cost**
PROJECT A - Highland Avenue Water Treatment Plant East Filter Building Roof Replacement		
Task 1 - Project Management	Lump Sum	$25,000
Task 2 – Engineering Design	Lump Sum	$335,000
Task 3 – Bid Phase Services	Lump Sum	$15,000
Task 4 - Construction Administration Services	Cost Plus	$95,000
Task 5 - Construction Observation Services	Cost Plus	$100,000
Task 6 – Closeout Phase	Cost Plus	$20,000
Other Direct Costs		$5,000
TOTAL		**$595,000**

DRAFT

ATTACHMENT C – LISTING OF KEY PERSONNEL

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

Name	Position	Specialty
Jeff Duplantis, PE	Principal/Project Manager	
Trey Wingate, PE	QA/QC	Water and Wastewater
Mark Weiss, PE	Structural Project Manager	Structural
Josh Blake, PE	Structural Project Engineer	Structural
Donald Phillips, PE	Project Engineer	Water and Wastewater
Agata Ristow, PE	Project Engineer	Electrical
Chad Morris	Project Engineer	I&C
Jeff Henderson	Inspector	Water and Wastewater
Calvin Herron	Surveyor / CAD	
Theresa Cutright	Administrative Assistant	

DRAFT

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The CONSULTANT shall begin work immediately after the Agreement is executed. The schedule for the PROJECT within this Consultant Services Agreement is as follows:

TASK	SCHEDULE
PROJECT A - Highland Avenue Water Treatment Plant East Filter Building Roof Replacement	
Engineering Design	120 days from NTP
Bid Phase Services	90 days from Advertisement
Services During Construction	270 days
Project Closeout	45 days

The CONSULTANT acknowledges the project's objective of completing 100% Design documents according to the schedule from NTP. However, it is important to note that the CITY understands and accepts that the CONSULTANT has no control over the CITY's review process, other agency permitting processes. As such, CONSULTANT cannot guarantee the exact timing of reviews, permit issuance, or approvals. Delays due to regulatory processes and/or required design data are beyond the CONSULTANT's control.

DRAFT

CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

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

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

Prior to submitting 30% review documents:

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

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

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

☑ Site Plan (If Required)

Throughout project:

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

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

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

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

☑ Prepare plans and specifications, using Augusta Utilities Design Standards and Specifications (latest version). Specifications must mirror that provided by the CITY.

DRAFT

☑ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☑ Coordinate with the City Procurement Department to advertise the project.
☑ Fax bid information to CITY.
☑ Attend the Pre-Bid Meeting as a technical reference to the CITY.
☑ Prepare letter of recommendation for award of the contract.
☑ Develop conformed contract documents and forward to the CITY for execution.
☐ Attend the pre-construction meeting as a technical reference to the CITY.
☐ Provide clarification related to the plans/specifications throughout design and construction.
☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*
☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY
- Recommend design changes as field conflicts arise (site visits may be required)
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
- Provide clarification of plans and specifications throughout construction
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

DRAFT

AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME: Jeffrey L Duplantis
TITLE: DIRECTOR	TITLE: Client Services Manager
DATE: _____	DATE: 10/27/25

ADDITIONAL SERVICES:

The following services are not included as part of this scope of services and would be performed only as authorized by the CITY. Authorization to proceed would be in the form of a revision to this scope of services.

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by CONSULTANT) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, or other government agency at their request will be considered an additional service.
3. Permit fees, submittal and/or re-submittal fees.
4. Public meeting attendance.
5. NPDES general construction permit storm water monitoring.
6. Funding pursuit, application or administration services.
7. Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond CONSULTANT's control.
8. Services in connection with change orders to reflect changes requested by CITY, evaluating substitutions proposed by Contractor(s) after award, and services resulting from material, equipment or energy shortages.
9. Provide services that are outside the General Services During Construction for additional work resulting from prolonged delinquency; or as a result of damage to the construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of additional work resulting from litigation.
10. Prepare an Operations and Maintenance (O&M) Manual for the project to assist the CITY.
11. Modifications to existing buildings to provide handicap accessibility or otherwise meet ADA compliance
12. Landscape architecture and lawn irrigation
13. Geotechnical engineering services
14. Should additional non-destructive testing be required to determine the physical condition of specific assets, CONSULTANT will provide recommendations and additional costs for such tests.
15. Other Services not described above, as approved by the CITY.
16.

DRAFT

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E. *Director*

Chad Hendrix, P.E. *Assistant Director*

MEMO

DATE: **May 28, 2024**

TO: **Geri Sams, Director, Procurement Department**

FROM: **Wes Byne, P.E., Director of Utilities** WB

SUBJECT: **RFQ Item #24-132**
Engineering Consulting Services for Augusta, Georgia – Utilities Department
Recommendation of Award

I concur with the Selection Board's evaluation and recommendation of the Engineering firms to the various discipline category rosters that the Augusta Utilities Department solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years. Please see the attached document showing the Engineering firms for each discipline category.

cc: Chad Hendrix, P.E. CDH

Augusta Utilities - Engineering & Construction Division
452 Walker Street – Suite 200 – Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV/2771/UTILITIES

RFQ #24-132
Engineering Consultant Services Rosters

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

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

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

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

Engineering Services Committee

Meeting Date: November 25, 2025

Ellis Street Stormwater & Sanitary Sewer Separation Project

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter into a professional services contract with Goodwyn Mills Caywood, LLC (GMC) to provide engineering design to develop solutions that will alleviate the issues with stormwater conveyance and sanitary system infiltration and inflow along the Ellis Street corridor between Eve Street and Metcalf Street. in the amount of $201,000.00. GMC is a pre-qualified engineering consulting firm (RFQ 24-132)
Background:	The Ellis Street corridor between Eve Street and Metcalf Street has experienced stormwater conveyance concerns during significant rainfall events, particularly near the Eve Street end. The Augusta Engineering Department (AED) and Augusta Utilities Department (AUD) have identified this area as a priority for further evaluation and potential improvements to enhance drainage performance. Preliminary observations suggest that the existing stormwater system in this area may have some interaction with the sanitary sewer system, either directly or indirectly through inflow and infiltration (I&I). As such, AUD desires to develop mitigatory improvements in this area.
Analysis:	Approval of this contract will allow AUD to move forward with the development of solutions to alleviate stormwater and sewer conveyance issues in this area.
Financial Impact:	We have reviewed the proposal from GMC and find it to be reasonable. Funding in the amount of $201,000.00 is available from accounts: G/L 516043490-5212115 - J/L 8250070-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with GMC for $201,000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043490-5212115 - J/L 8250070-5212115.
REVIEWED AND APPROVED BY:	N/A

Goodwyn Mills Cawood

801 Broad St
Ste 900
Augusta, GA 30901

T (706) 303-3272

www.gmcnetwork.com

November 03, 2025

Mr. Chad Hendrix, PE
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

RE: Ellis Street Stormwater-Sanitary Sewer Separation Project
Letter Proposal to Provide Engineering Services – Phase I

Dear Mr. Hendrix:

Goodwyn Mills Cawood (GMC) thanks you for the opportunity to submit this proposal to provide engineering services for the referenced project. Accordingly, we have prepared the following scope, fee, and schedule for your review and consideration.

DRAFT

PROJECT UNDERSTANDING:

The Ellis Street corridor between Eve Street and Metcalf Street in downtown Augusta, GA has experienced stormwater conveyance concerns during significant rainfall events, particularly near the Eve Street end. The Augusta Engineering Department (AED) has identified this area as a priority for further evaluation and potential improvements to enhance drainage performance.

Preliminary observations suggest that the existing stormwater system in this area may have some interaction with the sanitary sewer system, either directly or indirectly through inflow and infiltration (I&I). As such, the Augusta Utilities Department (AUD) will have an important role in the development of coordinated improvements in this area.

This project seeks to develop solutions that will alleviate the issues with stormwater conveyance and I&I in the area in a phased approach. Phase I will address the stormwater conveyance issues for AED. Phase II will deal with I&I reduction for AUD. However, a separate Letter Proposal for Phase II will be submitted at some time in the future after Phase I engineering work has begun. Accordingly, GMC will perform and/or provide the following:

PROJECT GOALS:

1. Phase I: Stormwater Conveyance Improvements for AED
    a. Field Work:
        i. Smoke Testing or Camera Work
        ii. Field Exploration and Data Collection/Review

iii. Survey Work

b. Conceptual Design (30% Design) and Workshop with City (AED & AUD)
c. Design Drawings (60%, 90%, and Final Design)
d. Bid/Project Pricing Phase Services
e. Construction Administration Services

2. Phase II: I&I Reduction for AUD (Pending)

SCOPE OF SERVICES:

PHASE I: Stormwater Conveyance Improvements for AED

1. Field Work
   a. *Conduct Smoke Testing or Camera Work:* GMC or its subconsultant will conduct field work in the form of smoke testing or camera work to identify areas of cross-connection between the stormwater system and sanitary sewer system.
   b. *Field Exploration and Data Collection/Review:* GMC will perform field work to resolve the connectivity of the stormwater drainage system in the project area. The City has provided GMC with GIS data for the stormwater and sanitary sewer systems in the area as well as any historical as-builts/drawings for the area. If any additional relevant GIS data exists, the City will need to provide this to GMC also prior to the start of work. Although some of the stormwater features in the area are already mapped, field work will be required to complete the inventory with information such as pipe connectivity and flow direction between structures, pipe sizes, missing structures and pipes, structure type and structure condition. GMC will conduct map-grade GPS mapping of missing stormwater infrastructure to resolve the connectivity of all stormwater features for those portions of the drainage system necessary to evaluate drainage improvements. GMC will utilize a Trimble DA2 GNSS receiver and Trimble Catalyst 1 subscription that typically provides vertical accuracy of 1 – 2 cm.. As GMC resolves the connectivity of the drainage systems within the study area, the boundaries of the study area may change based on the established drainage basins. ***Please note that the field mapping described in this task will NOT be performed to meet the Standard Operating Procedures (SOP) and geodatabase schema developed by the AED Asset Management Tean (AEDAM).***
   c. *Survey Work:* Surveying will be performed in support of hydrologic and hydraulic (H&H) modeling to provide a topographic and utility survey of the drainage system area including stormwater structures, pipes, and ditches. Survey data will be collected on an approximate 50 ft grid plus changes in

DRAFT

grade lines such as road crowns, gutters, top of curbs, sidewalks and drives. Survey of sanitary sewer systems will include top of structure and inverts. Vertical data will be referenced to NAVD 88 and horizontal data to NAD 83. Survey shall include the following:

- Ground run field data collection and processing of approximately 5.51 acres to produce topographic survey
- Boundary retracement survey of 1911 and 1912 Ellis Street
- Preparation of approximately 42.8 acres of publicly available GIS data using NOAA LiDAR for watershed analysis
- Survey of stormwater conveyance system only on remaining 37 acres of area covered by GIS contours – approximately 88 structures and grassed swale

2. Conceptual Design (30% Design) and Workshop with City
   a. *Conceptual Design (30% Design):* GMC proposes to perform hydrologic and hydraulic modeling (H&H) of the drainage systems to evaluate the capacity of the existing system and develop a conceptual design for improving stormwater drainage and separation from the sanitary sewer system in this area. GMC will develop a preliminary engineer's cost estimate for the construction work associated with the conceptual design. GMC will perform H&H modeling utilizing Hydraflow Storm Sewers Extension for Autodesk Civil 3D and develop a conceptual design equivalent to 30% design. Drainage system components will be designed in accordance with the City of Augusta's performance standards and design requirements outlined in the City's Stormwater Management Manual (July, 2020) including:
      - Inlets and pipes designed for the 25-year, 24-hour storm event (if possible based on the existing downstream stormwater infrastructure)
      - Minimum pipe diameter of 18 inch
      - Minimum pipe slope of 0.5% or a slope that will produce a velocity of 2.5 feet per second when flowing full, whichever is greater
      - Catch basins spaced so gutter spread does not exceed six (6) feet for the 25-year, 24-hour event
   b. *Workshop with City:* Following completion of the conceptual design, GMC will meet with the City to review the plan and cost estimate, and to solicit the City's input.

3. Design Documents
   a. *Design Documents:* GMC will refine the design based on comments from the City and develop engineering plans and cost estimates to submit to the City for 60%, 90%, and final design sets. Plans will include: demolition plan, roadway and storm drainage plan and profiles, utility relocation plan (if

DRAFT

needed), pavement replacement and striping plan, construction details, E&S Plan/notes/details, and a temporary traffic control plan.

4. Bid/Project Pricing Phase Services:
   a. *Respond to RFI's:* GMC will respond to Request for Information (RFI) from Contractor(s) during this phase in which Contractors submit bids or a pre-selected Contractor prepares a quote for the construction work. GMC will provide up to six (6) hardcopies of drawings at this phase for the City and/or the selected Contractor.

5. Construction Phase Services:
   a. *Construction Administration – Office Services:* GMC recommends the following services during the construction phase of the project. These services are based on an estimated twelve-month period of construction for this Phase I, per the accompanying Gantt-formatted project schedule:

      - *Pre-Construction Meeting*
      - *Submittal Review*
      - *Responses to Contractor RFI's*
      - *Process Contract Change Orders (if required)*
      - *Pay Application Review*
      - *Provide Contractor with Final Punch List*
      - *Provide Punch List Inspection*
      - *Review As-Built Survey Provided by Contractor*
      - *Conduct up to four (4) Engineer Site Visits*

   b. *Additional Engineer Site Visits:* GMC will conduct up to four (4) site visits during construction as part of the included Construction Administration services. Additional site visits will be performed as an on-call service billed hourly in accordance with the accompanying GMC rate schedule.

   c. *Resident Inspection Services:* GMC recommends and can provide Resident Inspection Services during the construction phase of the project. These services have not been included in the proposal.

6. Contingency Allowances:
   a. *Survey-grade LiDAR from unmanned aerial vehicles (UAV):* It is possible that the publicly available GIS data from the NOAA LiDAR will need to be upgraded to survey-grade LiDAR from UAV to enhance the watershed analysis. An allowance is provided in the scope for this task in the event that survey-grade LiDAR is necessary.

DRAFT

b. *Subsurface Utilities Engineering (SUE):* It is possible that subsurface utilities will need to be identified and located to avoid conflicts when installing proposed storm sewer piping. The level of accuracy proposed for the SUE will be determined on a case-by-case basis. An allowance is provided in the scope for this task in the event that SUE is necessary
c. *Environmental Permitting:* If necessary, GMC will assist with ensuring that environmental requirements associated with state and/or federal funding are met. An allowance is provided for this task in the event that state and/or federal funding require a categorical exclusion. Note that the allowance does not include any actual fees to be paid to state or federal agencies. Should any agency require additional environmental documents, a separate proposal can be provided upon request.

PHASE II: I&I Reduction for AUD (Pending)

SCHEDULE:
GMC is available to begin work immediately upon receipt of the Notice to Proceed (NTP). The following schedule pertains to engineering services from NTP through Final Design Drawings and excludes Bid/Project Pricing Phase, Procurement, and Construction Phase.

- *Field Work – Completed within two (2) months from receiving NTP from AED and AUD.*
- *Conceptual Design (30% Design) – Completed within two (2) months following completion of the field work.*
- *Design Drawings – Completed within six (6) months following receipt of comments from AED and AUD on the completed PER/Tech Memo.*

Total time for GMC to complete engineering work will be ten (10) months from NTP to Final Design, not including time for AED and AUD to review milestone submittals and provide comments.

PROJECT FEES:
The following summary provides a fee breakdown for each phase. Reimbursable expenses have been included in the total amount. Invoicing for the project will be submitted to AUD on a monthly basis as the work progresses. Extra Services, if ordered by AUD will be billed on a time and material (T&M) basis in accordance with GMC's attached Rate and Fee Schedule. Resident Inspection Services, if required, would be billed on an hourly basis in accordance with the attached rate schedule. The project fees are summarized as follows:

ELLIS STREET STORM-SANITARY SEWER SEPARATION PROJECT:

Task 1 – Field Work	$ 41,000

DRAFT

{Smoke Testing/Camera Work - $3,350
Field Exploration and Data Collection/Review - $14,550
Survey - $23,100}

Task 2 – Conceptual Design & Workshop w/City	$ 27,700
Task 3 – Design Documents	$ 77,500
Task 4 – Bid/Project Pricing Phase	$ 5,200
Task 5 – Construction Phase Services	$ 25,400
Task 6a – LiDAR UAV Survey Allowance	$ 12,000
Task 6b – SUE Allowance	$ 8,000
Task 6c – Environmental Permitting Allowance	$ 4,200
Fee Total for Phase I	$201,000*

*ASSUMPTIONS:
If property acquisition is recommended, the purchase price of the property is not included in this fee total.

PAYMENT TERMS:
Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date and is considered past-due thereafter.

We appreciate the opportunity to work with AUD over the course of this project, and trust our proposal is consistent with your expectations. Your signature on the line below will provide our Notice-to-Proceed and authorize GMC to commence work on the scope as stated herein. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

DRAFT

Sincerely,
GOODWYN MILLS CAWOOD, LLC.

Marvin Pierre, PE, BCEE
Senior Project Manager

Proposed Project: Ellis St Storm-Sanitary Separation

Authorized By: _____

Date: _____

Rate and Fee Schedule

Hourly Rates

Executive Vice President	$ 255.00
Senior Vice President	$ 225.00
Vice President	$ 210.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	$ 225.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	$ 210.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	$ 190.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	$ 175.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	$ 150.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	$ 135.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	$ 105.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 150.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 135.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 95.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	$ 75.00
Executive Administrative Assistant	$ 115.00
Administrative Assistant II	$ 95.00
Administrative Assistant I	$ 75.00
Field Survey:	
Survey Crew (four-man survey crew)	$ 340.00
Survey Crew (three-man survey crew)	$ 270.00
Survey Crew (two-man survey crew)	$ 200.00
Field Tech III	$ 115.00
Field Tech II	$ 85.00
Field Tech I	$ 70.00

DRAFT

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	$0.70 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus five percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus five percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	$0.10/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	$0.10/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	$0.15/ sf
In-House Color reprographic services (large format)	$0.20/ sf
GPS equipment	$250.00 per day

GMC

PROJECT SCHEDULE

Ellis Street Stormwater-Sanitary Sewer Separation Project - Phase I

Augusta Engineering Department and Augusta Utilities Department

Augusta, Georgia

Date: 11/3/2025
Project No. CAUG2500XX
Prepared By: MWP

	2025	2026	2027	2028	2029	2030
1. Field Work	12	1				
Camera Work; Field Exploration; Survey	12	1				
2. Conceptual Design & Workshop w/City	12	1 2 3				
Gather Data, Notes from Field Work	12	1				
SUE (if necessary)	12	1				
Complete Conceptual Design/Recommend	12	1 2 3				
30% Design Internal QA/QC Review	12	1 2 3				
30% Design Review Workshop	12	1 2 3 4				
3. Design Phase	12	1 2 3 4 5 6 7 8 9 10 11 12	1			
60% Design	12					
LiDAR UAV Survey (if necessasry)	12	1 2 3 4 5 6				
60% Design Level Plans	12	1 2 3 4 5 6				
Environmental Permitting (if necessary)	12	1 2 3 4 5 6 7 8 9 10 11 12				
60% Design Internal QA/QC Review	12	1 2 3 4 5 6 7 8 9 10 11 12				
60% Design Review Comments	12	1 2 3 4 5 6 7 8 9 10 11 12				
90% Design	12					
90% Design Level Plans	12	1 2 3 4 5 6 7 8 9 10 11 12				
Local Permitting	12	1 2 3 4 5 6 7 8 9 10 11 12				
90% Design Internal QA/QC Review	12	1 2 3 4 5 6 7 8 9 10 11 12				
90% Design Review Comments	12	1 2 3 4 5 6 7 8 9 10 11 12				
Final Design	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
Complete Project Design	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
Final Design Internal QA/QC Review	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
4. Bid/Project Pricing Phase	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
Requests for Information (RFI's)	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
Contract Negotiation	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12			
5. Construction Phase	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		
Construction Admin Services	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		
Pre-Construction Meeting	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		
Mobilization/Site Preparation	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		
Installing Proposed Stormwater Infrastructure	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3		
Finishing & Testing	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4		
Notice of Termination (if applicable)	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4		
As-Built Drawings	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		
Final Completion	12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5		

DRAFT

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Mitchell O'Neal, Engineering Manager
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director
Utilities Department

DATE: November 17, 2025

SUBJECT: Engineering Services Justification
Ellis Street Stormwater & Sanitary Sewer Separation Project

Augusta Utilities Department (AUD) has engaged Goodwyn Mills Caywood (GMC) to provide engineering services to develop solutions that will alleviate the issues with stormwater conveyance and sanitary system infiltration and inflow along the Ellis Street corridor between Eve Street and Metcalf Street. The Augusta Engineering Department has identified this area as a priority for further evaluation and potential improvements to enhance drainage performance.

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

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: **May 28, 2024**

TO: **Geri Sams, Director, Procurement Department**

FROM: **Wes Byne, P.E., Director of Utilities** WB

SUBJECT: **RFQ Item #24-132**
Engineering Consulting Services for Augusta, Georgia – Utilities Department
Recommendation of Award

I concur with the Selection Board's evaluation and recommendation of the Engineering firms to the various discipline category rosters that the Augusta Utilities Department solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years. Please see the attached document showing the Engineering firms for each discipline category.

cc: Chad Hendrix, P.E. CDH

RFQ #24-132
Engineering Consultant Services Rosters

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

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

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

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

Commission Meeting

Meeting Date: 12/2/2025

Bid 25-238 Ground Water Well Generators

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Bid #25-238 for Ground Water Plant Generators for Hi-Tech Power Systems Inc.
Background:	The Ground Water Treatment plants require at least 5 wells to be able to operate at full production and these generators will allow us to continue full operation in case of a major power outage.
Analysis:	The wells are currently backed up by portable generators, that must be towed to each site and hooked up that works fine for small power outages but on a major scale permanent standby generators is a long-term solution to many issues that could face our well production.
Financial Impact:	$ 638,627.10 is the impact and there are funds available
Alternatives:	No Alternatives.
Recommendation:	Approve this Purchase of this equipment for Hi-Tech power Systems Inc.
Funds are available in the following accounts:	506-04-3540-5421110.
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 26, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 852 6502 1637; Passcode: 25238** for furnishing:

Bid Item #25-238 Ground Water Well Generators for Augusta, GA – Utilities Department

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 12, 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.

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: Andy Penick, Procurement Director
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.

Andy Penick, Procurement Director

Publish:

Augusta Chronicle	August 21, 28, 2025 and September 4, 11, 2025
Metro Courier	August 21, 2025

Bid Item #25-238 Ground Water Well Generators
for Augusta, Georgia-Augusta Utilities Department
Bid Due: Friday, September 26, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 6
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 62
Georgia Procurement Registry: 543
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 3
Total Non-Compliant:

VENDORS	Current Edge Solutions, LLC 2700 Gregory St, Ste 160 Savannah, GA 31404	Hi-Tech Power Systems, Inc. 2479 Doug Barnard Pkwy Augusta, GA 30906	Yancey Bros. Co. 330 Lee Industrial Blvd. Austell, GA 30168
Attachment B	YES	YES	YES
Addendum 1	YES	YES	YES
E-Verify Number	1544694	138902	1463813
SAVE Form	YES	YES	YES
Exceptions	NO	NO	NO
Ground Water Well Generators			
Make	WINCO	WINCO	CATERPILLAR
Model	DR100F4	DR100F4	D100
Each	$59,574.00	$42,575.14	$43,721.00
Bid Total	$893,610.00	$638,627.10	$655,815.00

UTILITIES DEPARTMENT

WES BYNE, PE
Director

MEMORANDUM

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

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

SUBJECT: **(Bid Item #25-238) Recommendation of Award (2025)**

DATE: 10/7/2025

It is our recommendation that Bid No. 25-238 be awarded to the lowest bidder, HI-Tech Power Systems, Inc.

They are the lowest bidder and meet all of our specifications for this Bid.

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

Wes Byne, Director, Utilities Department — Date 8Oct25

CC: Tess Thompson, Finance Manager, AUD-Finance

Augusta GEORGIA

Bid Item #25-238 Ground Water Well Generators
for Augusta, Georgia-Augusta Utilities Department
Bid Due: Friday, September 26, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 6
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 62
Georgia Procurement Registry: 543
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 3
Total Non-Compliant:

VENDORS	Current Edge Solutions, LLC 2700 Gregory St, Ste 160 Savannah, GA 31404	Hi-Tech Power Systems, Inc. 2479 Doug Barnard Pkwy Augusta, GA 30906	Yancey Bros. Co. 330 Lee Industrial Blvd. Austell, GA 30168
Attachment B	YES	YES	YES
Addendum 1	YES	YES	YES
E-Verify Number	1544694	138902	1463813
SAVE Form	YES	YES	YES
Exceptions	NO	NO	NO
Ground Water Well Generators			
Make	WINCO	WINCO	CATERPILLAR
Model	DR100F4	DR100F4	D100
Each	$59,574.00	$42,575.14	$43,721.00
Bid Total	$893,610.00	$638,627.10	$655,815.00

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/17/2025

DIVISION Facilities Maintenance

FUND #: 506043580

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

SHIP TO:
2822 Central ave. Augusta,Ga 30909

VENDOR: Hi-Tech Power Systems, Inc
ADDRESS: 2479 Doug Barnard PkwyAugusta,
PHONE #: 706-790-8111
QUOTED BY: Bid Item #25-238

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Ground Water Well	15	42575.14	638627.1		0		0
2.	Generators			0		0		0
3.				0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
SHIPPING CHARGES				0		0		0
	TOTAL			638627.1		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Bid Item #25-238 Ground Water Well Generators

REQUESTED BY: Renee Tager

APPROVED BY: Stephen Orton

Frank W Byne

Yancey Power Systems
330 Lee Industrial Blvd
Austell, GA 30168

Cummins Sales and Service
5534 Highway 21
Savannah, GA 31407

Hi-Tech Power Systems
2479 Doug Barnard Pkwy
Augusta, GA 30906

Rowell Electric Co. Inc.
502 West 6th Street
Waynesboro, GA 30830

GenSpring Power Inc.
5190 Performance Dr.
Cumming, GA 30040

Jasper Generators
147 Saddle Ridge Trail
Jasper, GA 30143

Wes Byne
Utilities

Steve Orton
Utilities

Dr. Yolonda Jackson
Compliance

Bid Item #25-238
Ground Water Well Generators for Augusta, GA-Utilities Department
Bid Due: Fri, 9/26/25 @11:00 a.m.

Bid Item #25-238
Ground Water Well Generators for Augusta, GA-Utilities Department
Mail Date: 8/22/25

Engineering Services Committee

Meeting Date: **11/25/2025**

Approve Final Funds for AUD Asphalt Contract

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Final Funds for AUD Asphalt Contract ITB 22-178 for Blair Construction $102,897.82 (22AUA122).
Background:	Commission approved the Asphalt Patch Repair bid #22-178 to Blair Construction on 7/19/22. The Augusta Utilities Department has submitted additional funding request for the bid award by Commission approval with the last increase being approved on 11/12/24. AUD has exhausted their asphalt contract and has several invoices that need to be paid to close the contract in the amount of $102,897.82. AUD discussed extending the contract with the vendor but were unable to reach agreement on modified pricing. Approving these last changes will close this contract agreement.
Analysis:	AUD will provide final funding for AUD's contract to allow for asphalt repairs.
Financial Impact:	$102,897.82 is available in account 506043410-5311920
Alternatives:	There are no alternatives recommended.
Recommendation:	Recommend Final Additional Funds for Asphalt Contract.
Funds are available in the following accounts:	506043410-5311920
REVIEWED AND APPROVED BY:	WB

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Kelsey Henderson

CC:

DATE: October 28, 2025

SUBJECT: JUSTIFICATION LETTER FOR FUND INCREASE – ASPHALT

Due to the high demands for asphalt patch repair, concrete curb, and sidewalk replacement, AUD is requesting for $102,897.82 additional funds to increase **22AUA122** that will fund this project until the end of 2025.

Please approve this request so that Blair can continue to provide the materials and labor needed for without delay.

Thank you for your kind assistance to proceed.

Sincerely,

Kelsey Henderson

Augusta Utilities Department
452 Walker Street. Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

ASPHALT FUND INCREASE CHANGE ORDER

CO NUMBER	5
BID ITEM	22-178
DATE	10/31/2025

PROJECT TITLE ASPHALT

ORIGINAL CONTRACT DATE 07/19/2022 **PROJECT NUMBER** N/A

OWNER AUGUSTA, GEORGIA **PO NUMBER** 22AUA122

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

Description of Change (for a more detailed description see attached proposal):
DUE TO HIGH DEMANDS FOR ASPHALT PATCH REPAIR, CONCRETE CURB, AND SIDEWALK REPLACEMENT, AUD IS REQUESTING FOR $102,987.82.00 INCREASE FOR THE FINAL AND COMPLETED WORK FOR THIS PROJECT

PAYEE		BLAIR CONSTRUCTION
TOTAL AMOUNT OF THIS CHANGE ORDER	$	102,897.82

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

ORIGINAL CONTRACT AMOUNT	$	231,900.00
PREVIOUS CHANGE ORDER (INCREASE)	$	924,900.00
THIS CHANGE ORDER (INCREASE)	$	102,987.82
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	1,259,787.82

FUNDING NUMBER/ACCOUNT NUMBER 506043410 5311920

PROPOSED BY: BLAIR CONSTRUCTION — CONTRACTOR — DATE: 10/31/2025

REQUESTED BY: KELSEY HENDERSON — ASSISTANT DIRECTOR-C&M — DATE: 10/31/2025

SUBMITTED BY: _____ — DEPARTMENT HEAD — DATE: 3NOV25

FINANCE ENDORSEMENT: _____ — COMPTROLLER — DATE: _____

RECOMMENDED BY: _____ — ADMINISTRATOR — DATE: _____

APPROVED BY: _____ — MAYOR — DATE: _____

AUGUSTA, GEORGIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 22AUA122

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
03/04/24	043410	868-1950	R365441

VENDOR #	E-VERIFY #	EMAIL
2652	224004	

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

VENDOR
BLAIR CONSTRUCTION CO
P O BOX 770
EVANS, GA 30809

ATTN: CO 3
BID NUMBER: 22-178
CONTRACT #: 22AUA122
BUYER: NANCY

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

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

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

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ASPHALT PATCH REPAIR, CONCRETE CURB AND SIDEWALK REPLACMENT APPROVED BY COMMISSION 7/19/22, ITEM #20 506-04-3410/53-11920	231,900.00	231,900.00
0002	1	EACH		CO1: ASPHALT PATCH REPAIR, CONCRETE CURB AND SIDWALK REPLACEMENT - 1ST OF 3 ONE YEAR OPTIONS APPROVED BY COMMISSION 7/19/22, ITEM #21 506-04-3410/53-11920	231,900.00	231,900.00
0003	1	EACH		CO #2: ASPHALT PATCH REPAIR CONCRETE CURB AND SIDEWALK REPLACE - ADDITIONAL FUNDS APPROVED BY COMMISSION 11/7/23, ITEM #25 506-04-3410/53-11920	135,000.00	135,000.00

CONTINUED

CORRECTION: DATE 11/26/24 INITIALS MW

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

Sent by:
NOV 20 2024
Tess Thompson
REQUISITIONER

NET TOTAL.....

APPROVED FOR ISSUE
Darrell White
INTERIM PROCUREMENT DIRECTOR

AUGUSTA, GEORGIA

PURCHASE ORDER

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

Page 2 of 2

PURCHASE ORDER NO.	DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
22AUA122	03/04/24	043410	868-1950	R365441

VENDOR #	E-VERIFY #	EMAIL
2652	224004	

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

VENDOR
BLAIR CONSTRUCTION CO
P O BOX 770
EVANS, GA 30809

ATTN: CO 3
BID NUMBER: 22-178
CONTRACT #: 22AUA122
BUYER: NANCY

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

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2336

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

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0004	1	EACH		CO #3: ASPHALT PATCH REPAIR CONCRETE CURB AND SIDEWALK REPLACE 2ND OF 3 YEARS EXTENTION APPROVED BY COMMISSION 2/20/24, ITEM #16 506-04-3410/53-11920	383,000.00	383,000.00
0005	1	EACH		CO # 4: ASPHALT PATCH REPAIR CONCRETE CURB AND SIDEWALK REPLACE ADDDITIONAL FUNDING FOR 2ND OF 3 YEARS EXTENTION APPROVED BY COMMISSION 11/12/24, ITEM #23 506-04-3410/53-11920	175,000.00	175,000.00

CONDITIONS - READ CAREFULLY

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

Sent by:
NOV 3 0 2024
Tess Thompson
REQUISITIONER

NET TOTAL..... 1,156,800.00

APPROVED FOR ISSUE
Donald C White
INTERIM PROCUREMENT DIRECTOR

Blair Construction, Inc.

Asphalt Paving & Underground Utilities

4308 Evans-to-Locks Rd
P.O. Box 770, Evans, Georgia 30809
Phone 706.868.1950 Fax 706.868.1855

DATE: May 19, 2025
INVOICE # 25016
FOR: ***Clearing and Paving***

Augusta Utilities Dept
Kelsey Henderson

Description	Quantity		Unit Price	AMOUNT
Clearing Debris from Alley Right of Ways	1	LS	$17,500.00	$ 17,500.00
Paving Cornell Dr and Princeton Ln	1	LS	$29,055.55	$ 29,055.55
10% Profit and Overhead	1	LS	$4,655.00	$ 4,655.00
			TOTAL	$ 51,210.55

THANK YOU FOR YOUR BUSINESS!

THE LADY EXEC LLC
PO BOX 5090
Augusta, GA 30915
(706) 267-8943
(706) 868-9076 FAX

INVOICE

INVOICE #2025-0005241
DATE: MAY 13, 2025

TO:
Attn: William
Blair Construction
4308 Evans to Lock Road
Evans, GA 30809
Phone (706) 868-1950

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
0001	Cleaning/Removal Debris from Alley Right of Ways		
	Cutting overgrowth and small trees		
	Location: 1704 Holly Hill Rd & 1724-1712 Kings Wood Rd	17,500.00	17,500.00
		SUBTOTAL	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	$17,500.00

Make all checks payable to The Lady Exec LLC.
If you have any questions concerning this invoice, contact Endia Nipper, 706-267-8943, edn610@gmail.com

THANK YOU FOR YOUR BUSINESS!

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6705
DATE 05/05/2025
DUE DATE 05/05/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Asphalt Cuts

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/05/2025	Paver & Roller upcharge - Cornell Dr. 925845	1	1,500.00	1,500.00
05/05/2025	Cornell Dr. 925845 275x10	1	10,694.44	10,694.44
05/05/2025	Paver & Roller upcharge - Princeton Ln. 925848	1	1,500.00	1,500.00
05/05/2025	Princeton Ln. 925848 395x10	1	15,361.11	15,361.11

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	29,055.55
TAX (0)	0.00
TOTAL	29,055.55
BALANCE DUE	**$29,055.55**

Fax: 706-736-3864

Blair Construction, Inc.

Invoice

Asphalt Paving & Underground Utilities

4308 Evans-to-Locks Rd
P.O. Box 770, Evans, Georgia 30809
Phone 706.868.1950 Fax 706.868.1855

DATE: July 10, 2025
INVOICE # 22117-23
FOR: ***Road Repairs***

Augusta Utilities Dept
Kelsey Henderson/Chad Hendrix

Description	Quantity		Unit Price	AMOUNT
Georgia Carolina Inv. 6722	1	LS	$ 7,316.70	$ 7,316.70
Georgia Carolina Inv. 6723	1	LS	$ 643.61	$ 643.61
Georgia Carolina Inv. 6748	1	LS	$ 8,013.56	$ 8,013.56
Georgia Carolina Inv. 6749	1	LS	$ 762.50	$ 762.50
Georgia Carolina Inv. 6774	1	LS	$ 8,929.70	$ 8,929.70
Georgia Carolina Inv. 6775	1	LS	$ 6,579.78	$ 6,579.78
Profit and Overhead 10% (excluding mobilization)	1	LS	$ 3,224.00	$ 3,224.00
			TOTAL	$ 35,469.85

THANK YOU FOR YOUR BUSINESS!

22117-402
Paid 5-16-2025

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6722
DATE 05/15/2025
DUE DATE 05/15/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Asphalt Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/15/2025	2017 Buckhaven Way 930720 7x5	1	136.11	136.11
05/15/2025	Prep.	1	36.94	36.94
05/15/2025	2017 Buckhaven Way 930720 9x5	1	175.00	175.00
05/15/2025	Prep.	1	47.50	47.50
05/15/2025	3108 Milledgeville Rd. 932026 10x9	1	350.00	350.00
05/15/2025	Prep.	1	95.00	95.00
05/15/2025	2310 Cadden Rd. 931525 10x9	1	350.00	350.00
05/15/2025	Prep.	1	95.00	95.00
05/15/2025	2804 Cimarron Way 932381 8x6	1	186.67	186.67
05/15/2025	Prep.	1	50.67	50.67
05/15/2025	3357 Saddlebrook Dr. 932262 10x5	1	194.44	194.44
05/15/2025	Prep.	1	52.78	52.78
05/15/2025	Stone Rd. & Cassell St. 930664 11x11	1	470.56	470.56
05/15/2025	Prep.	1	127.72	127.72
05/15/2025	2307 Fieldcrest Rd. 930792 6x8	1	186.67	186.67
05/15/2025	Prep.	1	50.67	50.67
05/15/2025	4414 Goshen Lake Dr. S 931795 12x5	1	233.33	233.33
05/15/2025	Prep.	1	63.33	63.33
05/15/2025	2433 Danville St. 931745 3x6 to top	1	70.00	70.00
05/15/2025	Prep.	1	19.00	19.00
05/15/2025	2019 Smith Dr. 877874 20x3	1	233.33	233.33
05/15/2025	Prep.	1	63.33	63.33
05/15/2025	924 Boyd Ln. 935156 9x8	1	280.00	280.00
05/15/2025	Prep.	1	76.00	76.00
05/15/2025	2930 Ellis St. 933554 12x6 maybe	1	280.00	280.00
05/15/2025	Prep.	1	76.00	76.00
05/15/2025	513 Beaufort Dr. 934786 5x2	1	38.89	38.89
05/15/2025	Prep.	1	10.56	10.56
05/15/2025	2339 Gardner St. 935467 10x9	1	350.00	350.00
05/15/2025	Prep.	1	9.50	9.50
05/15/2025	2305 Middleton Ct. 935243 8x6	1	186.67	186.67
05/15/2025	Prep.	1	50.67	50.67
05/15/2025	2020 Buckhaven Way N/A 11x11 - 934353	1	470.56	470.56

Fax: 706-736-3864

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/15/2025	Prep.	1	127.72	127.72
05/15/2025	1925 Driftwood Dr. 934658 4x4	1	62.22	62.22
05/15/2025	Prep.	1	16.87	16.87
05/15/2025	1840 Ohio Ave. 932565 4x3	1	46.67	46.67
05/15/2025	Prep.	1	12.67	12.67
05/15/2025	3110 Milledgeville Rd. 934315 7x7	1	190.56	190.56
05/15/2025	Prep.	1	51.72	51.72
05/15/2025	2434 Dickey Rd. 934683 9x4	1	353.00	353.00
05/15/2025	Prep.	1	38.00	38.00
05/15/2025	3502 Kinding Dr. 933718 10x8	1	311.11	311.11
05/15/2025	Prep.	1	84.44	84.44
05/15/2025	4306 Parkwood Dr. 934521 4x4	1	62.22	62.22
05/15/2025	Prep.	1	16.87	16.87
05/15/2025	3442 Evening Dr. 933714 9x7	1	245.00	245.00
05/15/2025	Prep.	1	66.50	66.50
05/15/2025	2941 Jefferson St. 933686 8x8	1	248.89	248.89
05/15/2025	Prep.	1	67.56	67.56
05/15/2025	1116 Perry Ave. 935636 5x8	1	155.56	155.56
05/15/2025	Prep.	1	42.22	42.22

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	7,316.70
TAX (0)	0.00
TOTAL	7,316.70
BALANCE DUE	**$7,316.70**

Fax: 706-736-3864

22117 -402
Paid 5-16-2025

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6723
DATE 05/15/2025
DUE DATE 05/15/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Concrete Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/15/2025	545 Highland Ave. 930752 5x5	1	375.00	375.00
05/15/2025	Prep.	1	26.39	26.39
05/15/2025	3304 Karian Dr. 931725 4'	1	140.00	140.00
05/15/2025	Prep.	1	38.00	38.00
05/15/2025	924 Boyd Ln. 928701 2x2	1	60.00	60.00
05/15/2025	Prep.	1	4.22	4.22

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	643.61
TAX (0)	0.00
TOTAL	643.61
BALANCE DUE	**$643.61**

Fax: 706-736-3864

22117-402
Paid 6-6-2025

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6748
DATE 06/05/2025
DUE DATE 06/05/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Asphalt Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/04/2025	1212 River Ridge Dr. 938069 10x5	1	194.44	194.44
06/04/2025	Prep.	1	52.78	52.78
06/04/2025	2305 Middleton Ct. 937376 30x7	1	816.67	816.67
06/04/2025	Prep.	1	221.67	221.67
06/04/2025	1336 Glenn Ave. 938461 14x9	1	490.00	490.00
06/04/2025	Prep.	1	133.00	133.00
06/04/2025	1824 Thompson Dr. 937281 18x8	1	560.00	560.00
06/04/2025	Prep.	1	152.00	152.00
06/04/2025	3003 Roxbury Ct. 938280 3x2	1	23.33	23.33
06/04/2025	Prep.	1	6.33	6.33
06/04/2025	2428 Lumpkin Rd. 937790 19x9	1	665.00	665.00
06/04/2025	Prep.	1	180.50	180.50
06/04/2025	2936 Shelby Dr. 938955 7x6	1	163.33	163.33
06/04/2025	Prep.	1	43.33	43.33
06/04/2025	Essie McIntyre Blvd. & 15th St. 939658 7x5	1	136.11	136.11
06/04/2025	Prep.	1	36.94	36.94
06/04/2025	314 E View Dr. 935639 4x2 to top	1	210.00	210.00
06/04/2025	Prep.	1	52.00	52.00
06/04/2025	1022 Carrie St. 939712 8x3	1	93.33	93.33
06/04/2025	Prep.	1	25.33	25.33
06/04/2025	1738 Hicks St. 936053 6x6	1	140.00	140.00
06/04/2025	Prep.	1	38.00	38.00
06/04/2025	2035 Battle Row 940399 5x8	1	155.56	155.56
06/04/2025	Prep.	1	42.22	42.22
06/04/2025	2203 Terrace Rd. 939321 10x5	1	194.44	194.44
06/04/2025	Prep.	1	52.78	52.78
06/04/2025	1002 Oleander Dr. 939718 14x8	1	194.44	194.44
06/04/2025	Prep.	1	52.78	52.78
06/04/2025	2429 Ponderosa Dr. 939709 5x4	1	435.56	435.56
06/04/2025	Prep.	1	118.22	118.22
06/04/2025	3009 Pointewest Dr. 939269 23x5	1	447.22	447.22
06/04/2025	Prep.	1	121.09	121.09
06/04/2025	3414 Cannongate Dr. 940196 14x5	1	272.22	272.22

Fax: 706-736-3864

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/04/2025	Prep.	1	73.89	73.89
06/04/2025	3414 Cannongate Dr. 940196 4x4	1	62.22	62.22
06/04/2025	Prep.	1	16.89	16.89
06/04/2025	535 Martin Ln. 937181 7x7	1	190.56	190.56
06/04/2025	Prep.	1	51.72	51.72
06/04/2025	514 Martin Ln. 938962 6x6	1	140.00	140.00
06/04/2025	Prep.	1	38.00	38.00
06/04/2025	Bransford Rd. & Henry St. 939740 9x7	1	245.00	245.00
06/04/2025	Prep.	1	66.50	66.50
06/04/2025	3525 Woodlake Rd. 935185 2x3	1	23.33	23.33
06/04/2025	Prep.	1	6.33	6.33
06/04/2025	2114 Crosley St. 938963 13x9	1	455.00	455.00
06/04/2025	Prep.	1	123.50	123.50

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	8,013.56
TAX (0)	0.00
TOTAL	8,013.56
BALANCE DUE	**$8,013.56**

Fax: 706-736-3864

22117-402
Paid 6-6-2025

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6749
DATE 06/05/2025
DUE DATE 06/05/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Concrete Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/05/2025	1336 Glenn Ave. 938462 8x2	1	280.00	280.00
06/05/2025	Prep.	1	16.89	16.89
06/05/2025	1137 Turpin St. 939900 3x3	1	135.00	135.00
06/05/2025	Prep.	1	9.50	9.50
06/05/2025	1243 Broad St. 939528 5x4	1	300.00	300.00
06/05/2025	Prep.	1	21.11	21.11

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	762.50
TAX (0)	0.00
TOTAL	762.50
BALANCE DUE	**$762.50**

Fax: 706-736-3864

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

22117-402
Paid 6-20-2025

INVOICE

BILL TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO

Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6774
DATE 06/19/2025
DUE DATE 06/19/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Asphalt Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/13/2025	13th Ave. & Dyer St. 942596 5x8	1	155.56	155.56
06/13/2025	Prep.	1	42.22	42.22
06/13/2025	229 Sapelo Cir. 940899 9x9	1	315.00	315.00
06/13/2025	Prep.	1	85.50	85.50
06/13/2025	1928 Wrightsboro Rd. 940581 8x4	1	124.44	124.44
06/13/2025	Prep.	1	33.78	33.78
06/13/2025	504 Fleming Ave. 940580 5x4	1	77.78	77.78
06/13/2025	Prep.	1	21.11	21.11
06/13/2025	Bransford Rd. @ Henry St. 943010 39x4	1	606.67	606.67
06/13/2025	Prep.	1	164.67	164.67
06/13/2025	312 Indian Trail Ct. 941781 16x3	1	186.67	186.67
06/13/2025	Prep.	1	50.67	50.67
06/13/2025	218 Gardners Mill Rd. 944024 6x6	1	140.00	140.00
06/13/2025	Prep.	1	38.00	38.00
06/13/2025	3304 Burton Dr. 943012 6x5	1	116.67	116.67
06/13/2025	Prep.	1	31.67	31.67
06/13/2025	3501 Windermere Dr. 943290 11x8	1	342.22	342.22
06/13/2025	Prep.	1	92.89	92.89
06/13/2025	3428 Pine Hill Rd. 942598 6x6	1	140.00	140.00
06/13/2025	Prep.	1	38.00	38.00
06/13/2025	3501 Postell Dr. 944192 4x4 to top	1	62.22	62.22
06/13/2025	Prep.	1	16.89	16.89
06/13/2025	3528 Mutimer Dr. 942492 6x6	1	140.00	140.00
06/13/2025	Prep.	1	38.00	38.00
06/13/2025	2916 Whippoorwill Ct. 942609 6x6	1	140.00	140.00
06/13/2025	Prep.	1	38.00	38.00
06/13/2025	2020 Brighton Cir. 940531 5x4	1	77.78	77.78
06/13/2025	Prep.	1	21.11	21.11
06/13/2025	2231 Richards Rd. 943697 7x6	1	163.33	163.33
06/13/2025	Prep.	1	44.33	44.33
06/13/2025	2231 Richards Rd. 943697 5x4	1	77.78	77.78
06/13/2025	Prep.	1	21.11	21.11
06/13/2025	2431 Lumpkin Rd. 941933 3x3	1	35.00	35.00

Fax: 706-736-3864

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/13/2025	Prep.	1	9.50	9.50
06/13/2025	3021 Gibson Dr. 942075 10x6	1	233.33	233.33
06/13/2025	Prep.	1	63.33	63.33
06/13/2025	2413 Demetree Way 943224 8x6	1	186.67	186.67
06/13/2025	Prep.	1	50.67	50.67
06/18/2025	1761 Old Savannah Rd. 944879 11x5	1	213.89	213.89
06/18/2025	Prep.	1	58.06	58.06
06/18/2025	1432 Heard Ave. 945769 5x5	1	116.67	116.67
06/18/2025	Prep.	1	31.67	31.67
06/18/2025	3231 Ramsgate Dr. 945603 26x12	1	1,540.00	1,540.00
06/18/2025	Prep.	1	418.00	418.00
06/18/2025	3231 Ramsgate Dr. 945603 35x3	1	501.67	501.67
06/18/2025	Prep.	1	136.17	136.17
06/18/2025	1806 Wilkinson Cir. 945781 6x7	1	163.33	163.33
06/18/2025	Prep.	1	44.33	44.33
06/18/2025	4105 Darsey Ct. 944915 25x8	1	777.78	777.78
06/18/2025	Prep.	1	211.11	211.11
06/18/2025	3548 Woodlake Rd. 945512 4x4	1	62.22	62.22
06/18/2025	Prep.	1	16.89	16.89
06/18/2025	2039 1/2 Bennock Mill Loop 944559 5x4	1	77.78	77.78
06/18/2025	Prep.	1	21.11	21.11
06/18/2025	300 Calvary Dr. 945599 8x8	1	248.89	248.89
06/18/2025	Prep.	1	67.56	67.56

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	8,929.70
TAX (0)	0.00
TOTAL	8,929.70
BALANCE DUE	**$8,929.70**

Fax: 706-736-3864

22117-402

Paid June 20, 2025

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gcconcrete@yahoo.com

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6775
DATE 06/19/2025
DUE DATE 06/19/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Concrete Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/16/2025	1139 Merry St. 941587 12x13	1	2,340.00	2,340.00
06/16/2025	Prep.	1	164.67	164.67
06/16/2025	1928 Wrightsboro Rd. 940581 8x4	1	480.00	480.00
06/16/2025	Prep.	1	33.78	33.78
06/16/2025	Bransford Rd. @ Henry St. 943010 47x2	1	1,410.00	1,410.00
06/16/2025	Prep.	1	99.22	99.22
06/16/2025	3021 Gibson Dr. 942075 5x5	1	375.00	375.00
06/16/2025	Prep.	1	26.39	26.39
06/16/2025	3501 Windermere Dr. 943290 10x2	1	350.00	350.00
06/16/2025	Prep.	1	21.11	21.11
06/18/2025	1761 Old Savannah Rd. 944879 4x4	1	240.00	240.00
06/18/2025	Prep.	1	16.89	16.89
06/18/2025	2922 Bransford Rd. 944881 16x2	1	480.00	480.00
06/18/2025	Prep.	1	33.78	33.78
06/18/2025	2957 Pointewest Dr. 945571 5x5	1	97.22	97.22
06/18/2025	Prep.	1	26.39	26.39
06/18/2025	1840 Wylds Rd. 944865 6x4	1	360.00	360.00
06/18/2025	Prep.	1	25.33	25.33

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	6,579.78
TAX (0)	0.00
TOTAL	6,579.78
BALANCE DUE	**$6,579.78**

Fax: 706-736-3864

Blair Construction, Inc.

Invoice

Asphalt Paving & Underground Utilities

4308 Evans-to-Locks Rd
P.O. Box 770, Evans, Georgia 30809
Phone 706.868.1950 Fax 706.868.1855

DATE: August 1, 2025
INVOICE # 22117-24 rev1
FOR: ***Road Repairs***

Augusta Utilities Dept
Kelsey Henderson/Chad Hendrix

Description	Quantity		Unit Price	AMOUNT
Georgia Carolina Inv. 6827	1	LS	$ 10,015.49	$ 10,015.49
Georgia Carolina Inv. 6828	1	LS	$ 4,727.93	$ 4,727.93
Profit and Overhead 10% (excluding mobilization)	1	LS	$ 1,474.00	$ 1,474.00
			TOTAL	$ 16,217.42

THANK YOU FOR YOUR BUSINESS!

22117 - 402

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
gccconcrete@yahoo.com

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6827
DATE 07/10/2025
DUE DATE 07/10/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Asphalt Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/10/2025	1761 Old Savannah Rd. 948373 16x11	1	684.44	684.44
07/10/2025	Prep.	1	185.78	185.78
07/10/2025	1636 Forest St. 948365 14x4	1	217.78	217.78
07/10/2025	Prep.	1	59.11	59.11
07/10/2025	1555 Holley St. 946199 11x7	1	299.44	299.44
07/10/2025	Prep.	1	38.00	38.00
07/10/2025	265 Walker 946198 9x5	1	175.00	175.00
07/10/2025	Prep.	1	47.50	47.50
07/10/2025	219 Ellis St. 946176 7x6	1	163.33	163.33
07/10/2025	Prep.	1	44.33	44.33
07/10/2025	584 Broad St. 946940 7x4	1	108.89	108.89
07/10/2025	Prep.	1	29.56	29.56
07/10/2025	1263 Dugas St. 946621 6x6	1	140.00	140.00
07/10/2025	Prep.	1	38.00	38.00
07/10/2025	Ellis St & Tubman St. 946872 7x6	1	163.33	163.33
07/10/2025	Prep.	1	44.33	44.33
07/10/2025	2424 Ponderosa Dr. 947596 3x6	1	70.00	70.00
07/10/2025	Prep.	1	19.00	19.00
07/10/2025	1011 Pickerel Ln. 946597 16x7	1	435.56	435.56
07/10/2025	Prep.	1	118.22	118.22
07/10/2025	127 Gardners Mill Rd. 946499 6x6 2X	1	~~140.00~~	140.00
07/10/2025	Prep.	1	~~38.00~~	38.00
07/10/2025	1822 Thompson Dr. 946991 25x7	1	680.56	680.56
07/10/2025	Prep.	1	184.72	184.72
07/10/2025	2103 Chadwick Rd. 947387 3x11	1	128.33	128.33
07/10/2025	Prep.	1	34.83	34.83
07/10/2025	2103 Chadwick Rd. 947389 3x5	1	58.33	58.33
07/10/2025	Prep.	1	15.83	15.83
07/10/2025	1806 Carmichael Rd. 947591 7x8	1	217.78	217.78
07/10/2025	Prep.	1	59.11	59.11
07/10/2025	1744 Goshen Rd. 947595 5x4	1	77.78	77.78
07/10/2025	Prep.	1	21.11	21.11
07/10/2025	1131 Piney Grove Rd. 946627 8x3	1	93.33	93.33

Fax: 706-736-3864

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/10/2025	Prep.	1	25.33	25.33
07/10/2025	254 Japonica Ave. 950964 5x4	1	77.78	77.78
07/10/2025	Prep.	1	25.33	25.33
07/10/2025	211 Telfair St. 949894 11x7 ~~$6827~~ 6827	1	294.44	294.44
07/10/2025	Prep.	1	58.00	58.00
07/10/2025	313 Murphy St. 951115 11x9	1	385.00	385.00
07/10/2025	Prep.	1	104.50	104.50
07/10/2025	1928 Battle Row 950081 9x9	1	315.00	315.00
07/10/2025	Prep.	1	85.50	85.50
07/10/2025	78 Milledge Rd. 948380 15x5 to top	1	291.67	291.67
07/10/2025	Prep.	1	79.17	79.17
07/10/2025	127 Cardinal Mill Rd. 946499 6x6 24	1	140.00	140.00
07/10/2025	Prep.	1	38.00	38.00
07/10/2025	2427 Lisbon Rd. 951111 10x5	1	194.44	194.44
07/10/2025	Prep.	1	52.78	52.78
07/10/2025	2669 Crossoreek Rd. 950076 5x2	1	38.89	38.89
07/10/2025	Prep.	1	10.56	10.56
07/10/2025	2120 Oak Leaf Way 950067 11x11	1	470.56	470.56
07/10/2025	Prep.	1	127.72	127.72
07/10/2025	1934 Dunham Ct. 950617 11x8, ?	1	342.22	342.22
07/10/2025	Prep.	1	92.89	92.89
07/10/2025	1934 Dunham Ct. 950617 4x2	1	31.11	31.11
07/10/2025	Prep.	1	8.44	8.44
07/10/2025	3202 Kevin Dr. 951685 6x4	1	93.33	93.33
07/10/2025	Prep.	1	25.33	25.33
07/10/2025	829 Heard Ave. 953918 2x4	1	31.11	31.11
07/10/2025	Prep.	1	8.44	8.44
07/10/2025	3035 Washington Rd. 952045 8x5	1	155.56	155.56
07/10/2025	Prep.	1	42.22	42.22
07/10/2025	336 Indian Trl. 952035 10x5	1	194.44	194.44
07/10/2025	Prep.	1	52.78	52.78
07/10/2025	326 Indian Trl. 953990 5x5	1	97.22	97.22
07/10/2025	Prep.	1	26.39	26.39
07/10/2025	Indian Trail Ct. & Indian Trl. 953182 12x5	1	233.33	233.33
07/10/2025	Prep.	1	63.33	63.33
07/10/2025	2519 Weldon Dr. 953382 5x5	1	97.22	97.22
07/10/2025	Prep.	1	26.39	26.39
07/10/2025	Clayborn Dr. & Mickey Dr. 953691 6x7	1	163.33	163.33
07/10/2025	Prep.	1	44.33	44.33
07/10/2025	3907 Plantation Ct. 952108 6x6	1	140.00	140.00
07/10/2025	Prep.	1	38.00	38.00
07/10/2025	4414 Goshen Lake Dr. S 953169 7x6	1	163.33	163.33
07/10/2025	Prep.	1	44.33	44.33
07/10/2025	1925 Kings Grant Dr. 952456 11x7	1	294.44	294.44
07/10/2025	Prep.	1	38.00	38.00

Fax: 706-736-3864

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	10,193.49
TAX (0)	0.00
TOTAL	10,193.49
BALANCE DUE	~~$10,193.49~~

10015.49

Fax: 706-736-3864

Georgia-Carolina Concrete, LLC
1418 PO Box
Augusta, GA 30903
+17067330710
geoconcrete@yahoo.com

22117 - 402

INVOICE

BILL TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

SHIP TO
Blair Construction, Inc.
4308 Evans to Locks Rd.
Evans, GA 30809 US

INVOICE # 6828
DATE 07/10/2025
DUE DATE 07/10/2025

TRACKING NO.
#22-178

TICKET #:
N/A

LOCATION:
Concrete Cuts

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/10/2025	√905 Heard Ave. 946623 5x4	1	300.00	300.00
07/10/2025	Prep.	1	21.11	21.11
07/10/2025	√905 Heard Ave. 946623 2x1	1	30.00	30.00
07/10/2025	Prep.	1	2.10	2.10
07/10/2025	√297 Milledge Rd. 947605 8x2	1	240.00	240.00
07/10/2025	Prep.	1	8.44	8.44
07/10/2025	√2762 Royal St. 947593 7x7	1	735.00	735.00
07/10/2025	Prep.	1	51.72	51.72
07/10/2025	√3319 Limber Twig Ln. 946470 12x10	1	1,800.00	1,800.00
07/10/2025	Prep.	1	126.67	126.67
07/10/2025	*211 Telfair St. 949894 11x7 Wilson on #6827	1	~~1,155.00~~	1,155.00
07/10/2025	Prep.	1	~~87.27~~	87.27
07/10/2025	√1905 Central Ave. 949946 6x3	1	270.00	270.00
07/10/2025	Prep.	1	19.00	19.00
07/10/2025	√1905 Central Ave. 949946 4x3	1	180.00	180.00
07/10/2025	Prep.	1	12.67	12.67
07/10/2025	√508 Weed St. 950025 11x3	1	495.00	495.00
07/10/2025	Prep.	1	34.83	34.83
07/10/2025	√617 Weed St. 953679 5x5	1	375.00	375.00
07/10/2025	Prep.	1	26.39	26.39

Thank you for your business!
A charge of 5% per month will be added to all past due accounts.

SUBTOTAL	5,970.20
TAX (0)	0.00
TOTAL	5,970.20
BALANCE DUE	~~$5,970.20~~ 4727.93

Fax: 706-736-3864

AUGUSTA - RICHMOND COUNTY
REQUISITION

CHECK ALL THAT APPLY:

FUND# 506 - Operating

DATE: 10/28/2025
Department: Utilities

☐ WATER ☐ SEWER ☐ BOTH
☐ ENGINEERING ☐ CONSTRUCTION ☐ PROFESSIONAL SERVICES
☑ COMMISSION APPROVAL Date 02/20/2024
☐ ADMINISTRATIVE APPROVAL Date
☐ CHANGE ORDER Date

GL#: 506043410 - 5311920
JL#: CMW -

BID ITEM # 22-178

VENDOR: BLAIR
ADDRESS: VENDOR# 2652
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	ASPHALT PATCH REPAIR,			0.00		0.00		0.00
2.	CONCRETE CURB, AND	1	102,897.82	102,897.82		0.00		0.00
3.	SIDEWALK REPLACE-			0.00		0.00		0.00
4.	MENT FOR AUD			0.00		0.00		0.00
5.	C/O#5 22AUA122			0.00		0.00		0.00
6.	3RD OF 3 FINAL YEAR			0.00		0.00		0.00
7.				0.00		0.00		0.00
8.	NEW PO TOTAL	1259697.82		0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.	APPROVED BY			0.00		0.00		0.00
12.	COMMISSION			0.00		0.00		0.00
13.	ITEM#16 02/20/2024			0.00		0.00		0.00
14.	(COPY ATTACHED)			0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			102,897.82		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: AUD-CONST & MAINTENANCE

APPROVED BY: COMMISSION 02/20/2024

Directors Signature:

SENT TO:

NOV 04 2025

PROCUREMENT

Rev. 5/2/2013

Public Safety- Committee Meeting

Meeting Date: November 25, 2025

Approval for Ammunition for RCSO Training Range - SWC

Department:	Sheriff's Office
Presenter:	Sheriff Eugene Brantley
Caption:	Motion to approve purchase of AMMO for RCSO Training Range
Background:	Purchase of ammunition for the Richmond County Sheriff's Office (RCSO) in the amount of $68,550.68 utilizing the Statewide Contract for Gulf-State
Analysis:	Purchase of ammunition for the Richmond County Sheriff's Office (RCSO) in the amount of $68,550.68. The requested ammunition will be used to support annual firearms qualifications, in-service training, and academy instruction. The purchase will include 9mm and 5.56 caliber ammunition, which are the standard rounds used by RCSO personnel for both duty and training weapons.
Financial Impact:	Sheriff Office Training Operating Budget
Alternatives:	N/A
Recommendation:	Motion to move forward with the annual purchase of ammunition necessary to ensure compliance with state-mandated firearms qualifications and internal RCSO policy, which require all sworn personnel to qualify annually. Increased training demands, including additional in-service sessions, remedial training, and expanded academy programs, have resulted in higher ammunition usage than in previous years. Maintaining an adequate ammunition supply is essential for ensuring deputies remain proficient, confident, and prepared to respond effectively in real-world situations.
Funds are available in the following accounts:	273031410-5311110
REVIEWED AND APPROVED BY:	N/A

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Eugene Brantley

Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

To: Augusta-Richmond County Board of Commissioners

From: Eugene Brantley, Sheriff, Richmond County Sheriff's Office

Date: October 27, 2025

RE: Ammunition Budget

This memorandum serves as a justification for the purchase of ammunition for the Richmond County Sheriff's Office (RCSO). The requested ammunition will be used to support annual firearms qualifications, in-service training, and academy instruction. The purchase will include 9mm and 5.56 caliber ammunition, which are the standard rounds used by RCSO personnel for both duty and training weapons.

This purchase is necessary to ensure compliance with state-mandated firearms qualifications and internal RCSO policy, which require all sworn personnel to qualify annually. Increased training demands, including additional in-service sessions, remedial training, and expanded academy programs, have resulted in higher ammunition usage than in previous years. Maintaining an adequate ammunition supply is essential for ensuring deputies remain proficient, confident, and prepared to respond effectively in real-world situations.

This purchase also supports the agency's commitment to operational readiness, risk reduction, and public safety by ensuring all personnel meet or exceed POST qualification standards. Furthermore, regular training and qualifications reduce liability exposure, enhance decision-making under stress, and improve overall performance in the field. Given these operational and compliance needs, the requested ammunition purchase is justified and essential for maintaining the professional standards and training expectations of the Richmond County Sheriff's Office.

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME: R.C.S.O. Training Center
DEPARTMENT NUMBER: 5037-5311110 General Supplies
DEPARTMENT HEAD: R Bradley 27303141053111 Shawnee Christe

REQUISITION
REQUISITION DATE: October 21, 2025
PURCHASE ORDER NUMBER
PURCHASE ORDER DATE

			NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
		VENDOR	Gulf States Dist					
		PHONE NUMBER	334-271-2010					
		QUOTED BY						
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	American Eagle 9mm Practice AE9AP	150	259.00	38850.00		0.00		0.00
2	Hornady 5.56 53 grain TAP Patrol	100	229.20	22920.00		0.00		0.00
3	PMC 5.56 XTAC	30	405.00	12150.00		0.00		0.00
4				0.00		0.00		0.00
5	Credit	1	-536.32	-536.32		0.00		0.00
6				0.00		0.00		0.00
7				0.00		0.00		0.00
8	GA Statewide			0.00		0.00		0.00
9	Contract.			0.00		0.00		0.00
10	SWC 99999-			0.00		0.00		0.00
11	SPD0000209-003			0.00		0.00		0.00
12				0.00		0.00		0.00
13				0.00		0.00		0.00
14				0.00		0.00		0.00
15				0.00		0.00		0.00
16				0.00		0.00		0.00
17	(STC)			0.00		0.00		0.00
18	SHIP TO: RCSO Training Center			0.00		0.00		0.00
19	2098 Greenland Rd.			0.00		0.00		0.00
20	Blythe, GA 30805			0.00		0.00		0.00
21	Monday-Friday, 0800hrs - 1500hrs (3PM)			0.00		0.00		0.00
TOTAL BID			$ 168550.68	$0.00		$0.00		$0.00
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

CHESTER'S NON-COMMERCIAL PRINTERS

Quote

Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
334.271.2010
www.gulfstatesdist.com

Order Number: 0231052
Order Date: 10/13/2025
Quote Expire Date: 11/13/2025

Salesperson: Natalie Strange
Customer Number: GAARC

Sold To:
Augusta-Richmond County
535 Telfair St
Munic Bldg 1000
Accounting-Ste 800
Augusta, GA 30901

Ship To:
Augusta-Richmond Co SO
2098 Greenland Road
Attn: Sheriffs Training Ctr
Blythe, GA 30805

Customer P.O.	Terms	Confirm To:
	Net 20 days	706.821.1103 pstewart@augustaga.gov

Item Number	Unit		Ordered	Shipped	Back Order	Price	Amount
FEDAE9AP AE9AP 9mm 124gr FMJ-cs1000	CASE	DropShip: N	150.00	0.00	0.00	259.00	38,850.00
HOR81275 5.56 53gr GMX TAP Patrol	CASE	DropShip: N	100.00	0.00	0.00	229.20	22,920.00
PMC556X 5.56X 5.56mm 55gr FMJ BT-cs1000	CASE	DropShip: N	30.00	0.00	0.00	405.00	12,150.00
/CREDIT3 Outstanding credit	EACH		1.00	0.00	0.00	5,369.32-	5,369.32-

Pricing per State of GA contract SWC99999-SPD0000209-003

Terms and Conditions:

Customer is responsible for reviewing the details for accuracy prior to ordering (quantity, model, color, size, etc.).
Lead times vary by manufacturer. Let your salesperson know of a deadline.
15-day money back guarantee if not completely satisfied (some restrictions apply).
Certain items are non-returnable. These include items without original packaging, embellished/altered apparel, closeout items and special-ordered or customized items.
All warranties are held by the manufacturer.

Net Order:	68,550.68
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	68,550.68

Supplier Information Sheet

Supplier Name: Gulf States Distributors Inc.

Contract Information			
Statewide Contract Number	**99999-001-SPD0000157-0004**		
PeopleSoft Supplier Number	**0000015475**	**Location Code**	**003**
Supplier Name & Address			
Gulf States Distributors, Inc. 6000 E. Shirley Lane Montgomery, AL 36117-1936			
Contract Administrator			
Tommy Trammell Tel: 800-223-7869 Fax: 334-279-9267 Gulf States Distributors Website			
Contact Details			
Ordering Information	6000 E. Shirley Lane Montgomery, AL 36117-1936		
Remitting Information	6000 E. Shirley Lane Montgomery, AL 36117-1936		
Delivery Days	Routine items will be shipped within 48 hours after receipt of order. All other equipment and non-routine supplies must be delivered within 7 business days unless a longer delivery time is agreed to by the Authorized User.		
Awarded Manufacturers	**Guns** Mossberg, Sig Sauer, Smith & Wesson	**Ammunition** Federal, Hornady, Force on Force, CCI, PMC, and Speer	
Discount(s) off Non-Core Items	Please click here		
Special Terms and Conditions	Certain items on this contract may be subject to ATF approval.		
Payment Terms	Net 30 Days		
Bid Offer includes	State and Local Government		
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.		

Public Safety

Meeting Date: November 25, 2025

Motion to Accept Bid for Kitchen Equipment at the CBWDC – ITB 25-239

Department:	Sheriff
Presenter:	Major Chester V. Huffman, Jr.
Caption:	Motion to accept a bid for ITB 25-239 Kitchen Equipment from Cook's Direct in the amount of $139,924.07 for Kitchen Equipment for the Charles B. Webster Detention Center (CBWDC)
Background:	Originally constructed in 1997, the CBWDC kitchen has aging and outdated equipment. Much of the existing equipment is in disrepair or nonfunctioning.
Analysis:	Bids were received and evaluated. Cook's Direct offered the lowest most responsive bid. Ten vendors responded. The pricing was for removal, purchase and installation of kitchen equipment. Cook's direct provided the lowest most responsive bid.
Financial Impact:	This Invitation to Bid is funded through a donation from Aramark, which was accepted by the Augusta, Georgia Commission on Tuesday, August 5, 2025.
Alternatives:	N/A
Recommendation:	Approve the request to accept the bid from Cook's Direct for the delivery, installation, removal and disposal of kitchen equipment for the CBWDC
Funds are available in the following accounts:	273-03-2511/54-21110

REVIEWED AND APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Monday, October 20, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 865 9803 6561; Passcode: 25239** for furnishing:

Bid Item #25-239 **Kitchen Equipment for Charles B. Webster Detention Center (CBWDC) for Augusta, GA – Sheriff's Office**

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

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

Bid documents may be 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).**

For an optional site visit, please contact Chester Huffman in advance at (706) 821 1442 or via email at cvhuffman@augustaga.gov.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, October 6, 2025 @ 5:00 P.M. No bid will be accepted by fax or email; all must be received by mail or hand delivered. 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.

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: Andy Penick, Procurement Director
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.

Andy Penick, Procurement Director

Publish:

Augusta Chronicle	September 11, 18, 25, 2025 and October 2, 2025
Metro Courier	September 11, 2025

Bid Opening: Bid Item #25-239
Kitchen Equipment for Charles B. Webster Detention Center
Augusta, GA - Sheriff's Office
Bid Date: Monday, October 20, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 61
Pre-Bid Conference Attendees: N/A
Georgia Procurement Registry: 1300
Total Packages Submitted: 10
Total Noncompliant: 0

Vendors	Cook's Direct, Inc. 2250 75th Street, Suite 200 Woodridge, IL 60517			Douglas Equipment 301 North Street Bluefield, WV 24701			GCI Indutrial 1400 Samuels Drive Thomson, GA 30824			GGG Enterprises, Inc. dba East Coast Restaurant Supply 4299 Northeast Expressway Atlanta, GA 30340		
Attachment B	Yes			Yes			Yes			Yes		
Addendum 1	Yes			Yes			Yes			Yes		
E-Verify Number	571783			395263			2003312			2905634		
SAVE Form	Yes			Yes			Yes			Yes		
DESCRIPTION	Est. Qty	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price
60 Gallon Gas Kettle	1	KGL-60	$28,289.73	$28,289.73	Cleveland KGL60	$26,626.46	$26,626.46	Cleveland Range KGL60	$54,960.00	$54,960.00	Cleveland KGL60	$30,641.38	$30,641.38
40 Gallon Braising Pan/Tilt Skillet	1	VG 40	$25,404.02	$25,404.02	Vulcan VG 40	$27,411.43	$27,411.43	Southbend (Middleby) BCG TS-16	$49,499.00	$49,499.00	Vulcan VG40	$31,450.00	$31,450.00
2-Door Warmer	1	RHF232W-FHS	$13,910.12	$13,910.12	Traulsen RHF232W-FHS	$18,958.41	$18,958.41	STA2H-25	$22,500.00	$22,500.00	Traulsen RHF232W-FHS	$23,458.18	$23,458.18
1-Door Warmer	1	TST-19	$5,994.92	$5,994.92	FEW TST-19	$6,284.62	$6,284.62	FEW TST-19	$14,000.00	$14,000.00	FEW TST-19	$6,881.70	$6,881.70
Baking Racks	3	9581-BLHD-20	$1,081.33	$3,244.00	Cooks 9581-BLHD-20	$1,810.79	$5,432.37	CHANNEL MANF. 400A	$1,500.00	$4,500.00	GWS AAR-2022W	$392.51	$1,177.53
30" x 96" Worktable	3	MSLAG-308-X	$1,239.56	$3,718.69	Advance Tabco SLAG-308-Y	$1,772.23	$5,316.69	SWWTS-3096-318	$1,350.00	$4,050.00	GSW WT-P3096B	$925.00	$2,775.00
Manual Slicer	1	S13	$6,480.46	$6,480.46	Globe S13	$6,045.22	$6,045.22	Globe S13	$12,500.00	$12,500.00	Globe S13	$6,741.86	$6,741.86
Disposal System	1	500-PSM	$13,322.14	$13,322.14	Salvajor 500-PSM	$14,001.04	$14,001.04	Salvaor 500-PSM	$23,390.00	$23,390.00	Salvajor 500-PSM	$14,506.00	$14,506.00
Disposal System	2	200	$2,643.88	$5,287.76	Salvajor 200	$3,921.69	$7,843.38	Salvajor 200	$4,000.00	$8,000.00	Salvajor 200	$2,499.00	$4,998.00
Floor Mixer	1	HL600-ISTD	$24,922.23	$24,922.23	Hobart HL 600-15TD	$26,900.60	$26,900.60	Hobart HL600-1STD60	$28,988.00	$28,988.00	Hobart HL600C-1STD	$41,221.75	$41,221.75
Installation & Disposal	$9,350.00			$0.00			$0.00			$9,200.00		
Discount	-			N/A			-			$4,915.54		
Total	$139,924.07			$144,820.22			$222,387.00			$168,135.86		

Vendors	Manning Brothers 210 Sandy Cheek Road Athens, GA 30607			Novell Fiture & Equipment 424 Park West Drive Grovetown, GA 30813			Pueblo Hotel Supply dba Gradys 170 Greenhorn Drive Pueblo, CO 81004			Stafford Smith, Inc. 3414 S. Burdick Street Kalamazoo, MI 49001		
Attachment B	Yes			Yes			Yes			Yes		
Addendum 1	Yes			Yes			Yes			Yes		
E-Verify Number	161069			268523			1416720			242481		
SAVE Form	Yes			Yes			Yes			Yes		
DESCRIPTION	Est. Qty	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price
60 Gallon Gas Kettle	1	Cleveland KGL60	$34,637.56	$34,637.56	Cleveland KGL60	$30,962.48	$30,962.48	Cleveland KGL60	$28,995.74	$28,995.74	Cleveland KGL60	$28,455.97	$28,455.97
40 Gallon Braising Pan/Tilt Skillet	1	Vulcan VG 40	$38,089.16	$38,089.16	Vulcan VG 40	$33,172.91	$33,172.91	Vulcan VG 40	$27,988.71	$27,988.71	Vulcan VG 40	$33,817.38	$33,817.38
2-Door Warmer	1	Traulsen RHF232W-FHS	$24,331.48	$24,331.48	Traulsen RHF232W-FHS	$19,830.15	$19,830.15	Traulsen RHF232W-FHS	$19,867.28	$19,867.28	Traulsen RHF232W-FHS	$21,341.60	$21,341.60
1-Door Warmer	1	FWE TST-19	$6,646.94	$6,646.94	TST-19	$6,079.46	$6,079.46	FWE TST-19	$5,618.78	$5,618.78	FWE TST-19	$5,261.71	$5,261.71
Baking Racks	3	Advance Tabco PR20-3W-X	$495.60	$1,486.80	Winco #SWR-20	$1,300.00	$3,900.00	Thunder Group ALSPRO20	$222.53	$667.59	SPG 4H2595	$351.49	$1,054.47
30" x 96" Worktable	3	Advance Tabco SS-308	$2,226.94	$6,680.82	Advance Tabco SLAG-308-X	$1,262.05	$3,786.15	Advance Tabco SLAG-308-X	$672.00	$2,016.00	Advance Tabco AG-308	$979.52	$2,938.56
Manual Slicer	1	Globe S13	$6,861.80	$6,861.80	Globe S13	$6,561.60	$6,561.60	Globe S13	$5,834.00	$5,834.00	Globe S13	$5,793.93	$5,793.93
Disposal System	1	Salvajor 500-PSM	$17,245.70	$17,245.70	Salvajor 500-PSM	$22,478.15	$22,478.15	Salvajor 500-PSM	$15,557.42	$15,557.42	Salvajor 500-PSM	$14,441.36	$14,441.36
Disposal System	2	Salvajor 200	$2,843.80	$5,687.60	Salvajor 200	$3,571.68	$7,143.36	Salvajor 200	$2,991.62	$5,983.24	Salvajor 200	$2,097.74	$4,195.48
Floor Mixer	1	Hobart HL600-STD	$33,621.50	$33,621.50	Hobart HL600-STD	$27,329.56	$27,329.56	Hobart HL600-STD	$20,309.67	$20,309.67	Hobart HL600-STD	$38,451.39	$38,451.39
Installation & Disposal	-				-			To be determined			$18,262.35		
Discount	N/A				1%			N/A			N/A		
Total	$175,289.36				$161,243.82			$132,838.43			$174,014.20		

Vendors	Superior Equipment and Supply 4550 S. Brust Ave. St. Francis, WI 53235			Johnson Development LLC, DBA Johnson Procurement 114 Commerce Street Hawkinsville, GA 31036								
Attachment B	Yes			Yes								
Addendum 1	Yes			Yes								
E-Verify Number	2903027			2803824								
SAVE Form	Yes			Yes								
DESCRIPTION	Est. Qty	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price	Make Model #	Each	Extended Price
60 Gallon Gas Kettle	1	Cleveland KGL60	$31,865.08	$31,865.08	Cleveland KGL60	$35,785.43	$35,785.43						
40 Gallon Braising Pan/Tilt Skillet	1	Vulcan VG 40	$39,691.76	$39,691.76	Vulcan VG 40	$38,205.26	$38,205.26						
2-Door Warmer	1	Traulsen RHF232W-FHS	$18,729.67	$18,729.67	Traulsen RHF232W-FHS	$32,212.94	$32,212.94						
1-Door Warmer	1	FWE TST-19	$7,266.64	$7,266.64	FWE TST-19	$9,242.24	$9,242.24						
Baking Racks	3	CHANNEL MANF. 401A	$2,210.15	$6,630.45	Advance Tabco PR20-3W-X	$1,123.74	$3,371.22						
30" x 96" Worktable	3	Advance Tabco SLAG-308-X	$2,958.80	$8,876.40	Advance Tabco ELAG-308-X	$1,442.52	$4,327.56						
Manual Slicer	1	Globe S13	$7,550.34	$7,550.34	Globe S13	$8,651.68	$8,651.68						
Disposal System	1	Salvajor 500-PSM	$15,452.35	$15,452.35	Salvajor 500-PSM	$16,859.80	$16,859.80						
Disposal System	2	Salvajor 200	4071.59	$8,143.18	Salvajor 200	$4,571.91	$9,143.82						
Floor Mixer	1	Hobart HL600-STD	$30,778.24	$30,778.24	Hobart HL600-STD	$37,024.43	$37,024.43						
Installation & Disposal	-				-								
Discount	-				-								
Total	$174,984.11				$177,964.58								

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Eugene Brantley

Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Andy Penick, Director, Procurement Department
FROM: Chester Huffman, Richmond County Sheriff's Office
DATE: October 30, 2025
SUBJECT: Recommendation Memo for Bid #25-239

On October 20, 2025, ten (10) proposals were received for bid #25-239, Kitchen Equipment for Charles B. Webster Detention Center. The Sheriff's Office recommends awarding Cook's Direct for the purchase of equipment totaling $139,924.07.

Cook's Direct bid for the listed equipment included $9,350.00 for "removal/disposal of old, install new". Although a bid submitted by Pueblo Hotel Supply dba Gradys was submitted in the amount of $132,838.43, it did not include the cost for installation and disposal.

Due to the incomplete bid submitted by Pueblo, the Sheriff's office recommends acceptance of the bid provided by Cook's. Please let me know if you have any questions or concerns.

For the Sheriff,

Chester V. Huffman Jr.

Major Chester V. Huffman, Jr.
Richmond County Sheriff's Office
Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906
(706) 399-2830

NORVELL FIXTURE & EQUIPMENT COMPANY – GEORGIA
AMY M. GENTRY
424 PARK WEST DRIVE
GROVETOWN, GA 30813

COOK'S DIRECT ARAMARK
LOU RUIZ, TERRITORY SALES
2250 75TH ST. SUITE 200
WOODRIDGE, IL 60517

GCT INDUSTRIAL
1440 SAMUELS DRIVE
THOMSON, GA 30824-4255

GEORGIA CAROLINA RESTAURANT SUPPLY
507 A, 507A GEORGIA AVENUE
NORTH AUGUSTA, SC 29841

COMMERCIAL KITCHEN RESOURCE & DESIGN
2800 WILCO AVE
AUGUSTA, GA 30904

MANNING BROTHERS FOOD EQUIPMENT CO.
210 SANDY CREEK ROAD
ATHENS, GA 30607

EAST COAST RESTAURANT SUPPLY & EQUIPMENT
4299 NORTHEAST EXPY
ATLANTA, GA 30340

VULCAN COMMERCIAL KITCHEN EQUIPMENT
1305 LAKES PARKSWAY, STE. 106
LAWRENCEVILLE, GA 30043

DOUGLAS EQUIPMENT
ATTN: REBECCA BERGIN
301 NORTH STREET
BLUEFIELD WV 24701

NOVATECH
1401 NOBEL STREET
SAINTE-JULIE, QC J3E1Z4, CANADA

CHESTER HUFFMAN
SHERIFF'S OFFICE

YOLANDA JACKSON
COMPLIANCE DEPARTMENT

BID ITEM# 25-239 KITCHEN EQUIPMENT FOR CBWDC FOR AUGUSTA, SHERIFF'S DEPARTMENT
BID DUE: MON., 10/20/25 @ 11:00 A.M.

BID ITEM# 25-239 KITCHEN EQUIPMENT FOR CBWDC FOR AUGUSTA, SHERIFF'S DEPARTMENT
MAILED DATE: THURS., 09/11/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 12, 2025 3:13 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000149

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-2025-000000149
Event Title: 25-239 Kitchen Equipment
Event Type: Non-State Agency

Process Log
2025/09/12 15:04:30 : Log starts for - 34107050 - EVENT_RELEASE_TO_SUPL
2025/09/12 15:04:36 : Email Process Log for the Event#: PE-72155-NONST-2025-000000149
2025/09/12 15:04:36 : Email Batch# 2509125947
2025/09/12 15:04:36 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/09/12 15:07:16 : Bad Email not sent to cschaffer@sperosIcom of SPEROS INC
2025/09/12 15:11:10 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/09/12 15:12:57 : Total No of Contacts found for sending Email: 1300
2025/09/12 15:12:57 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000149&sourceSystemType=gpr20

09/12/2025 03:12:57 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

Add Supplier | Export To Excel

Supplier (9)

Supplier	Download Date
B and E home improvement	09/15/2025
Beato Group. Inc.	09/12/2025
CJIS Group	09/24/2025
Culinary Depot	09/15/2025
Dodge Data	09/12/2025
Douglas Equipment	09/12/2025
GASSANT ENTERPRISES LLC	10/07/2025
Onvia, Inc. - Content Department	09/12/2025
Superior Equipment & Supply	09/22/2025

Add Supplier

Supplier Details

Supplier Name	B and E home improvement
Contact Name	Corbett Bailey
Address	2350 Windsor springs rd , Augusta, GA 30906
Email	Baileycontracting54@gmail.com
Phone Number	(70-6) -495-9615

Documents

Filename	Type	Action
25-239_ITB	Bid Document / Specifications	View History

Public Safety

Meeting Date: 11/25/25 1:15PM

QLR Program- Improving access to justice for Georgia's Children

Department:	Juvenile Court
Presenter:	Nolan Martin
Caption:	Motion to accept the QLR site agreement with the State of Georgia Office of Child Advocate allowing Juvenile Court to pursue reimbursement of expenses for the cost of attorneys and staff associated with Juvenile Court dependency cases.
Background:	N/A
Analysis:	N/A
Financial Impact:	The reimbursement is funded on a formula basis, but estimates range from 14-38% of our costs
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

QLR Program
Improving access to justice for Georgia's children

QLR SITE AGREEMENT

THIS AGREEMENT is effective and shall terminate on the dates set forth in Section 2 of this AGREEMENT. This AGREEMENT is made and entered into by and between the Georgia Office of the Child Advocate ("OCA"), Richmond County ("the County"), and the Augusta County Juvenile Court ("the Court"). This AGREEMENT will set forth the parameters of Richmond County's participation in OCA's Quality Legal Representation IV-E Program ("the Program").

WHEREAS OCA is a state agency that provides independent oversight of persons, organizations, and agencies responsible for providing services to children who are involved with Georgia's child welfare system; and

WHEREAS OCA was created for the purpose of providing the children of this state with an avenue through which to seek relief when their rights are violated or in need of protection O.C.G.A § 15-11-740, *et seq,* and

WHEREAS the State of Georgia provides a statutory right to counsel for both parents and children in child welfare cases pursuant to O.C.G.A. § 15-11-103, and counties and juvenile courts are responsible for implementing this right to counsel in every child welfare case; and

WHEREAS OCA recognizes that dependency attorneys are best situated to protect the rights of children and families in individual child welfare cases and for that reason has established the Program to assure, enhance, and improve the quality of legal representation being provided to children and families in Georgia dependency cases; and

WHEREAS OCA is empowered to establish policies and procedures necessary to accomplish its purpose (O.C.G.A. § 15-11-743(5)), has the authority to contract as needed to support the work of the advocate (O.C.G.A § 15-11-742(e)), and has the right to access all records related to a child involved with Georgia's child welfare system pursuant to where the child has been placed for care or received treatment (O.C.G.A § 15-11-744(a)(2)); and

WHEREAS the County currently provides attorney representation for children and parents appearing in the Court, and OCA has budgeted funding to conduct the Program in the County to enhance the quality of legal representation and to seek partial reimbursement under Title IV-E of the Social Security Act for costs of legal representation in dependency, termination of parental rights cases, and related cases (e.g., permanent guardianship, legitimation, etc.) as permitted under Title IV-E; and

WHEREAS the County and the Court recognize that permanency is an essential goal of the child welfare system and acknowledge the critical role effective legal representation plays, as shown by ample research, to expedite permanency and achieve positive outcomes for children

and youth involved with the child welfare system. As such, the County and Court seek to implement strategies to achieve consistent, high quality legal representation in dependency cases in order to better serve the Richmond County community; and

WHEREAS OCA, through the Program, assists counties in implementing quality enhancement strategies for dependency legal representation in exchange for operating the administrative and technical aspects of seeking partial reimbursement under Title IV-E of the Social Security Act for expenditures related to legal representation of children and parents in dependency cases.

NOW, THEREFORE, IN CONSIDERATION of their mutual promises and as set forth in this intergovernmental AGREEMENT, pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Purpose of the AGREEMENT**. This AGREEMENT memorializes the understanding between OCA, the County, and the Court of the intention to secure Title IV-E reimbursement funding to support or offset the costs of implementation of customized strategies to better support dependency attorneys and to assure and enhance the quality of legal representation provided to children and parents in dependency cases and related proceedings.

2. **Period of AGREEMENT**. This AGREEMENT shall be effective as of October 1, 2025, and shall continue in force and effect until September 30, 2027. This AGREEMENT may be extended by mutual agreement of the parties in writing, in accordance with their respective policies, and for a total length of time which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution.

3. **Responsibilities and Acknowledgements**.

    A. Shared Responsibilities: To create and implement strategies to improve legal representation of children and parents, the County, the Court, and OCA shall:

        i. Assess strengths and needs and identify specific strategies to support Richmond County dependency attorneys and to enhance the quality of legal representation provided to children and parents in dependency and related cases. These strategies will be documented in the QLR Site Quality Enhancement Plan (QEP) and will provide the framework for the County's quarterly reports. The QEP shall not affect the authority of the Court to appoint or remove a participating attorney from a particular case or cases or supplant procedures related to violations of the Georgia Bar Rules;
        ii. Implement a process for case assignment/docketing based on a one judge, one team approach where feasible;
        iii. Ensure the system of dependency attorney employment, payment, and oversight is independent of the Court or other parties to the litigation and does not otherwise create conflicts of interest;
        iv. Assess current attorney caseloads and establish targets, if needed, for reasonable caseloads within the County to be achieved by an agreed upon time frame, taking into account funding and resources needed to reduce caseloads;

v. Incorporate minimum practice guidelines created or approved by OCA into attorney contracts, policies, and/or administrative orders and develop a local system to monitor and encourage compliance with the guidelines; and
vi. Facilitate regular opportunities for local stakeholder feedback and partnership designed to improve representation and sustain positive impacts of the Program.

B. The County shall:

i. Provide legal representation for children and parents in all dependency, TPR, and related child welfare cases in juvenile court as required by law;
ii. Assist as needed with data collection to evaluate any aspect of the Program;
iii. Require contract attorneys to submit invoices separating dependency expenses from other representation expenses to ensure that only allowable expenses are submitted for reimbursement;
iv. Collect and provide OCA with data on the County's expenditures for representation, as requested by OCA, and certify the accuracy of expenses for purposes of obtaining reimbursement;
v. Track the County's use of IV-E reimbursement funds and ensure at all times that IV-E reimbursement funds are kept separate and are not commingled with funding sources for legal representation expenditures submitted in future IV-E claims; and
vi. Reimburse OCA for any IV-E funds received that are subsequently disallowed by the responsible authorities at the State or Federal level.

C. The Court shall:

i. Allow OCA and its contractors full access to court proceedings and files (whether in paper or electronic form) to allow for evaluation of attorneys and of the Program;
ii. Work with OCA to allow for scheduling of initial and ongoing training of attorneys in the Program as set forth in the County QEP;
iii. Ensure that all dependency Court Orders are timely executed and filed; and
iv. Execute any standing orders or internal protocols necessary to effectively implement elements of the Program during the period of this AGREEMENT.

D. OCA shall:

i. Provide the County with 80% of the Title IV-E funds reimbursed from the County's expenditures on dependency representation;
ii. Provide training and expertise on the Title IV-E reimbursement process to employees designated by the County and to dependency attorneys;
iii. Provide legal training to attorneys as agreed with the County and Court;
iv. Provide practice resources, training, and ongoing technical assistance to dependency attorneys employed by the County and participating in the Program as such resources are developed and become available through OCA;
v. Provide technical assistance to the County to develop its QEP and to otherwise assure and enhance the quality of representation provided in the Program;
vi. Determine and implement methods to measure outcomes of the Program; and
vii. Retain 20% of the Title IV-E funds reimbursed for costs of management of the Program.

4. **Notice and Liaisons.** The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party. Either party may designate a new Liaison, indefinitely, for a stated time period, or for certain designated matters.

For OCA:	**For the County:**
Jerry Bruce	
Director of the Office of the Child Advocate	
2 Capitol Square SW	
Atlanta, GA 30334	
jbruce@oca.ga.gov	
404-656-4200	
For the Court:	

5. **Termination**. This AGREEMENT may be terminated by either party upon thirty (30) days written notice. Written notice shall be given to the Liaisons listed in Section 4 above.

6. **Amendment**. This AGREEMENT may be amended by mutual agreement of the parties by a writing of equal dignity.

7. **Cooperation**. The parties agree to cooperate with each other in the performance of the services under this AGREEMENT including each party providing the other party with timely access to information and resources to meet the objectives of this AGREEMENT. Further, the parties acknowledge that unforeseen issues may arise during the period of this AGREEMENT. The parties agree to work cooperatively to resolve such issues.

8. **Liability.** Each party shall act at its own risk and responsibility. Nothing contained in this AGREEMENT shall make, or shall be construed to make the OCA, the County, or the Court liable to a third party for the debts or obligations of the other.

9. **Confidentiality.** The parties acknowledge that in order to perform their obligations as called for in this AGREEMENT, it may be necessary to disclose to each other certain information considered to be personal, private, or confidential ("Confidential Information"). This information includes but is not limited to confidential child abuse information protected by O.C.G.A. §§ 49-5-40 and 49-5-41, protected health information, and education records. The parties acknowledge that OCA is excepted from these confidentiality statutes insofar as set forth in Title 49 and in O.C.G.A. § 15-11-740 *et al.* Each party agrees that it will hold in

confidence, and not disclose to any third party, all information regarding a child or family that it obtains in connection with the Program that is confidential or has been designated confidential by state or federal law.

This obligation of the parties shall not apply, and the receiving party shall have no further obligations, with respect to any Confidential Information to the extent receiving party can demonstrate that such Confidential Information (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this AGREEMENT; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party without use of, reference to, or reliance upon the Confidential Information; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.

This Confidential Information includes, but is not limited to, all documents, computer programs and documentation, reports, financial and other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by the County, the Court, and OCA from each other in the course of performing under this AGREEMENT, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by means now known or later developed. Confidential Information includes without limitation records and information (i) that have been marked as proprietary or confidential; (ii) whose confidential nature have been made known by OCA, the Court or the County or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

10. **Compliance with Laws.** The parties shall perform their obligations hereunder in accordance with all federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensing now or hereafter in effect, including but not limited to all applicable nondiscrimination and state ethics laws. All such laws and regulations are hereby made part of this AGREEMENT.

11. **Time of the Essence; Force Majeure.** Time is of the essence of this AGREEMENT. However, no party shall be liable to another party for any delay or failure of performance of service outside the reasonable control of the affected party or parties, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other the like.

12. **Execution Electronically or by Facsimile.** This AGREEMENT may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same AGREEMENT so long as the AGREEMENT is signed by all parties involved. It is sufficient for one party to sign the AGREEMENT and then transmit the AGREEMENT, either electronically or by facsimile, to the other party to sign and complete.

13. **Waiver.** The failure of any party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or

performance thereof at any time or times thereafter; nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.

14. **Entire.** This AGREEMENT contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, and understandings between the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE

_____

_____

Jerry Bruce Date
Director of Office of Child Advocate

RICHMOND COUNTY

_____

_____

Date

AUGUSTA COUNTY JUVENILE COURT

_____

_____

Date

ITEM COVERSHEET

Public Safety Committee

Meeting Date: November 25, 2025

Approve Mutual Aid Agreement Between Augusta, GA & Augusta Regional Airport

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Augusta Region Airport and to authorize the mayor to execute the appropriate documents.
Background:	This agreement provides for assistance between Augusta Fire Department and Augusta Regional Airport.
Analysis:	When a notice from 911 is received, Augusta Fire Department will automatically respond to a first alarm to any Alert Level at Augusta Regional Airport. Response will consist of three engines, one aerial truck, and one Battalion Chief. All supervision at the Augusta Regional Airport will be under the direction of the ARFF Chief while supervision of actives off Augusta Regional Airport will be under the direction of Augusta Fire Department personnel. This agreement also covers any agreed upon functions of the Augusta Fire Department's Water Rescue Team that Augusta Regional may need.
Financial Impact:	N/A
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Augusta Region Airport and to authorize the mayor to execute the appropriate documents.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	Antonio Burden, Fire Chief/EMA Director

MUTUAL AID FIREFIGHTING ASSISTANCE AGREEMENT

This Mutual Aid Agreement is entered into this ____, day of _____, _____by and between the Augusta-Richmond County Fire Department and Augusta Regional Airport ARFF Department; represented by the Chief of the Augusta-Richmond County Fire Department and the Augusta Regional Airport Director.

Upon notice from the Emergency Management Services (911), the Augusta-Richmond County Fire Department will automatically respond to a first alarm to any Alert Level at Augusta Regional Airport. This will consist of three engines, one aerial truck, and one Battalion Chief. It is understood that all supervision on Augusta Regional Airport will be under the direction of the ARFF Chief, while supervision of activities off Augusta Regional Airport will be under the direction of Augusta-Richmond County Fire Department Personnel. This agreement also covers any agreed-upon functions of the Augusta Fire Departments Water Rescue Team that Augusta Regional Airport may need

The above response is for the initial alarm and does not represent total resources of the Augusta-Richmond County Fire Department.

There shall be no compensation, nor remuneration on the part of either party. However, the Airport does agree to replace any firefighting chemicals used at Augusta Regional Airport.

This agreement may be terminated at any time by either party by giving thirty (30) days' notice in writing to the other party.

By: _____ on the 23 day of Oct., 2025
Hubert Judon Jr., Executive Director
Augusta Regional Airport

By: _____ on the 28 day of Oct, 2025
Antonio Burden
Augusta fire Department

By: _____ on the _____ day of _____, _____
Garnett Johnson, Mayor
Augusta- Richmond County

Public Safety Committee

Meeting Date: November 25, 2025

Approve New Fire Prevention Fee Structure

Department: Fire

Presenter: Antonio Burden, Fire Chief/EMA Director

Caption: Motion to approve a new Fire Prevention Fee Structure

Background: As a municipality with a population over 100,000, we are mandated by the Office of the State Fire Marshal to perform certain activities outlined in O.C.G.A. 25-2-12. Some of the services that the Augusta Fire Department is required to provide are

- Conduct fire safety inspections of existing buildings and structures.
- Review plans and specifications for proposed buildings and structures, issue building permits when plans are approved, and conduct fire safety inspections of such buildings and structures: and
- Issue permanent and temporary certificates of occupancy.

This statute also gives the fire department the authority to charge and retain appropriate fees for performing these duties.

O.C.G.A. 25-2-4.1 sets the fee schedule that is used by the State Fire Marshal's office, that are also provided by the Augusta Fire Department. Through adopting the requirements set forth by the State of Georgia, Augusta's Codes and Statutes, Title 3, Article 2, Section 3-3-18.1 – Fee Schedule, the published fees have not been adjusted since the last time that this code section was amended with Ordinance No. 7107 dated February 3, 2009. Since that time, the fees have changed in the State Fire Marshal's office, and the Augusta Fire Department needs an update to the current fee schedule to provide parity for providing the same services and to become comparable with other municipalities and jurisdictions of similar size and population.

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: To approve the Motion to approve a new Fire Prevention Fee Structure.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Antonio Burden, Fire Chief/EMA Director

Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

Sec. 3-3-18.1. Fee schedule.

The current fee schedule for the Fire Inspection Bureau is as follows:

Certificate of Occupancy (CO)	$150.00
Plan Review	
Construction Permit:	
Under 10,000 sq. ft.	$150.00
Over 10,000 sq. ft.	$150.00+$0.05 per sq. ft. over 10,000 (example: 25,000 sq. ft.=$900.00)
Initial Annual Inspection	$0
First Re-Inspection	$0
Second Re-Inspection	$25.00
Third Re-Inspection	$25.00
Each Follow-Up	$25.00
Day Care Provider Class	
Five-hour class (per person)	$30.00
Two-hour class (per person)	$15.00

Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

The proposed fee schedule compliant with O.C.G.A. 25-2-4.1 is as follows

Certificate of Occupancy	$150.00
Plan Review	
First submission, One Revision	$100.00
Second Revision	$75.00
After second revision, complete resubmittal	
Accelerated Plans Review Program (14 day)	$750.00
Fire Alarm, Sprinkler System, Fire Suppression Systems – Plans Review	$100.00
Construction Permits	
Building construction 10,000 square feet or less	$150.00
Building construction, more than 10,000 square feet	$150.00 plus $0.15 per square foot above 10,000 square feet.
Other construction	$150.00
Building Construction Inspections	
80% completion, 100 % completion, annual inspection, and first reinspection	No charge
Second follow-up inspection	$150.00
Third and subsequent follow-up inspections	$220.00
Fire Alarm, Sprinkler System, Fire Suppression Systems Permit Fee	5% of job cost or $150.00 (whichever is greater)
Daycare Provider Class	
3-hour class	$30.00 per person
2-hour Recertification Class	$15.00 per person
Miscellaneous Inspections	
Tent Inspection	$100.00
Pyrotechnic Display Permit Application Fee	$100.00
Pyrotechnic Site Inspection	$75.00
Fireline Inspection and Flush (witnessed)	$100.00

Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

An adjustment of the current fee schedule, bringing fees in line with the State Fire Marshal's office, would provide a revenue increase comparable to other municipalities and jurisdictions within the state, as allowed by state statute.

Public Safety Committee

Meeting Date: November 25, 2025

Approve Changes to the Personnel Policy and Procedures Manual – Firefighter Recruitment and Hiring Policies

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve changes to the Augusta Policy and Procedures Manual, Section 800.001 1 Firefighter I – Recruitment Procedures, Subsection Hiring Procedures #5 for the Augusta Fire Department.
Background:	The Augusta Fire Department (AFD) is requesting a critical revision to PPPM Section 800.011 Firefighter I - Recruitment Procedures, replacing the specific, detailed language regarding the physical agility test (CPAT) with a generalized policy statement. This change is driven by a departmental review which found the current process to be overly lengthy and cumbersome, often resulting in the loss of excellent candidates to faster-moving departments. The proposed generic language grants the AFD the necessary authority to regularly update its selection procedures for optimal efficiency and compliance without requiring formal policy manual amendments.
Analysis:	This proposed change offers two primary benefits: flexibility and efficiency. The existing process is lengthy and cumbersome, often taking up to a year to complete. This protracted timeline has lead to the department losing out on potentially excellent candidates who opt for departments with faster hiring cycles. Furthermore, the existing ridged language makes it difficult to adjust to evolving department needs and shifts in the labor market. The proposed generic language ensures that the Augusta Fire Department can update the firefighter selectin process more regularly without requiring formal policy manual revisions each time.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	To approve the Motion to approve changes to the Augusta Policy and Procedures Manual, Section 800.001 1 Firefighter I – Recruitment Procedures, Subsection Hiring Procedures #5 for the Augusta Fire Department.
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY: Antonio Burden, Fire Chief/EMA Director

DATE: October 31, 2025

TO: Anita Rookard, HR Director, Karen Sessoms HR Deputy Director

FROM: Antonio Burden, Fire Chief

SUBJECT: Proposed Policy Revision to Personnel Policy Procedures Manual (PPPM) Section 800.011 Firefighter I - Recruitment Procedures

This letter serves to formally request an essential revision to the Personnel Policy Procedures Manual (PPPM), Section 800.011 Firefighter I - Recruitment Procedures, Subsection Hiring procedures #5. This change is critical to ensure the Augusta Fire Department (AFD) can maintain a competitive and efficient hiring pipeline for Firefighter Candidates.

Current Policy Language

The current language in PPPM Section 800.011, Subsection Hiring Procedures #5 reads as follows:

"Agility Test - Candidate Physical Ability Test (CPAT) - All applicants who successfully complete the entrance exam will progress to the CPAT. A CPAT video will be made available to all applicants on the August website under Human Resources. Applicants will be provided the opportunity to practice the CPAT for a minimum of two weeks prior to the test date. Upon arriving for this test, applicants must sign a waiver to participate in the CPAT. With all forms submitted, the applicant is allowed to attempt the CPAT. Applicants are notified of their status (pass/fail) in this segment of the process before they leave the drill yard."

Proposed Policy Language

I propose replacing the specific, detailed procedure above with generalized language that grants the department the necessary flexibility to adapt to modern recruitment demands. The intent is to remove highly prescriptive steps from the PPPM, allowing the department's operational leadership to refine and execute recruitment strategies more efficiently.

"The Augusta Fire Department shall establish, maintain, and regularly update its comprehensive procedure for the selection and hiring of Firefighter Candidates, ensuring optimal efficiency, full compliance with all relevant labor regulations, and alignment with the evolving operational needs of the Department."

This new delegation requires the AFD to ensure that all established hiring procedures—including written examinations, physical testing standards, and interview protocols—are consistently applied, non-discriminatory, and fully compliant with all state and federal employment regulations. These detailed procedures will be centrally documented and reviewed annually by

the Fire Chief and relevant HR liaisons to guarantee proper governance, transparency, and alignment with the department's commitment to recruiting skilled, diverse personnel.

This revision empowers the Fire Chief or their designee to formally approve and publish detailed hiring procedures (like the new APAT) through internal operational guidelines, rather than bureaucratic policy manual amendments. This separation of high-level policy (what must be done) from operational procedure (how it is done) is crucial for responsiveness and ensures our recruitment efforts remain aligned with the highest caliber of candidate acquisition.

Rationale for Change

This proposed change offers two primary benefits: flexibility and efficiency.
A diverse cross-section of Fire Department members was recently selected to examine current hiring procedures and determine their validity. The group unanimously agreed that the existing process is too lengthy and cumbersome, often taking up to a year to complete. This protracted timeline has led to the department losing out on potentially excellent candidates who opt for departments with faster hiring cycles.

Furthermore, the existing rigid language makes it difficult to adjust to evolving department needs and shifts in the labor market. The proposed generic language ensures the AFD can update the firefighter selection procedure more regularly without requiring formal policy manual revisions each time.

The specific, updated physical agility requirement, the Augusta Physical Agility Test (APAT) is outlined in the attached documentation. This new process is designed to be rigorous yet significantly more streamlined.

We request your review and approval of this proposed change to allow the Augusta Fire Department to submit to the governing body for approval, and implement a more effective and responsive hiring process. Please let us know if you require any additional information regarding the APAT procedure or the committee's findings.

Sincerely,

(Such standards are set forth in the Augusta, Georgia Fire Department Operations Manual (the "Manual")). Applicants for Firefighter positions in the Fire Department will also be required to meet all standards and requirements of the State of Georgia for employment of Firefighters, including without limitation the "Employment Requirements" of the Georgia Firefighter Standards and Training Council. A copy of these requirements is maintained by both the Human Resources Department and the Fire Department and may be reviewed upon request.

Applicants for Firefighter positions in the Fire Department will also be required to pass such written examinations, physical examinations, agility tests, and such other requirements as may be set forth in the section of the Manual entitled "Firefighter Qualifications." See also "Fire Fighter I – Recruitment Procedures" below.

Section 800.011 Fire Fighter I – Recruitment Procedures

Eligibility Requirements - To apply for the position of firefighter, you must -

a) Be at least 18 years of age;
b) Have a High school diploma or equivalent ;
c) Have a valid driver's license and a good driving record;
d) Have a honorable discharge, if any, from the military; and
e) Meet the medical requirements set forth in NFPA 1582.

Disqualifiers may include, but are not limited to, the following -

a) Admission and/or conviction of a felony offense within the past (10) years;
b) Admission and/or conviction of a misdemeanor involving moral turpitude;
c) Admission, conviction, or positive test indicating illegal drug use within the past 12 months;
d) Admission or conviction of the sale of drugs;
e) Admission, conviction, or positive tests indicating certain drug use and/or patterns of drug use;
f) Anything other than an honorable discharge from the military;
g) Admission, conviction, or other evidence of a pattern of theft; or
h) Admission or conviction of DUI (driving under the influence) within the last 5 years.

Hiring Procedures

1. **Fire Department Interest Form** - When not conducting active recruitment, interested persons may complete a "Job Interest Card". These are available on the www.augustaga.gov/employment.
2. **Applications** - Persons who have completed interest forms are e-mailed a notification that they now need to complete an online employment application. Once recruitment is open, a position will be advertised for no less than 30 calendar days.
3. **Entrance Exam** - All applicants are scheduled to take the Entrance Examination. (The exam is a nationally validated examination.) This exam is based on general knowledge, measuring numerous abilities. A passing score is required to progress from the Entrance Exam to the Agility Test. The Entrance Examination will not be scored on the day of the test, notification will be sent to applicants advising their results as either passing or failure.
4. **Background Check and Pre-employment Screening** - Candidates must consent to a background examination. Candidates will be given a detailed background questionnaire packet at the Entrance Exam. This form is to be returned to Fire Administration as quickly as possible.

All Rights Reserved – As approved by the Commission on 05-07-2019

5. **Agility Test** - *Candidate Physical Ability Test (CPAT)* - All applicants who successfully complete the entrance exam will progress to the CPAT. A CPAT video will be made available to all applicants on the August website under Human Resources. Applicants will be provided the opportunity to practice the CPAT for a minimum of two weeks prior to the test date. Upon arriving for this test, applicants must sign a waiver to participate in the CPAT. With all forms submitted, the applicant is allowed to attempt the CPAT. Applicants are notified of their status (pass/fail) in this segment of the process before they leave the drill yard.

6. **Acrophobia Test** - All applicants who successfully complete the Entrance Exam and Agility Test will progress to an acrophobia test. The applicant must sign a fitness acknowledgement and certification that they possess the physical and mental attributes necessary to perform the tasks required to participate in this exam. This exercise tests for fear of heights and leg and hand coordination. The applicant, with a life safety belt on, must climb the ladder to the top, without stopping and without placing both feet on the same rung at the same time, once at the top hook the safety snap ring around the second rung from the top of the ladder, lean back taking the slack out of the safety belt and clap the hands three (3) distinct and separate times over the head. Unhook the safety belt and descend the ladder to the bottom without stopping. MAXIMUM TIME - Five (5) Minutes . EQUIPMENT NEEDED - Applicant wears helmet, gloves and ladder belt.

7. **Applicant Interview** - Applicants who successfully complete all tests are scheduled for a structured interview before a five (5) member diverse panel to include women and minorities of various ranks from the Fire department. Human Resources and/or EEO will be present.

8. **Candidates List** - Candidates who obtain passing status on the Eligibility Exam, normally a score of 70 or better, and pass all other requirements are then placed on an eligibility list by grouping. The grouping is based upon total points from the exam, and the candidate interview in the following categories -

    1. Highly Qualified "HQ" (Top 20% to include ties)
    2. Basic "BQ" (Middle 60 %)
    3. Minimally Qualified "MQ" (Bottom 20% to include ties)

9. **Eligibility List** - Candidates successfully moving beyond the background check will be placed on an eligibility list for consideration in hiring. This list may be used for consideration in selection for up to one year from the test date.

10. **Applicant Referral list** - Depending on the number of vacancies, a list of referred candidates will be forwarded to the Fire Department for hiring consideration. E.g., if the Fire Department has five vacancies, HR may refer the top 10 candidates in alphabetical order for selection. The applicants that are not selected will be returned to the eligibility list.

11. **Conditional Offer of Employment** - As the department needs to fill vacancies, candidates are scheduled from the eligibility list for a conditional offer of employment. The candidates are to be selected from the "HQ" list first. If there are less than (3) candidates on the "HQ" list, candidates can be considered from the "BQ" list. If there are less than (3) candidates on the "BQ" list, candidates may be considered from the "MQ" list or the position can be re-advertised.

12. **Drug Test Screening** - Within 24 hours of the conditional offer of employment, a drug-screening test must be conducted and provide negative results.

13. **Post Offer/Pre-Employment Medical Examination** - Selected candidates will be scheduled for a complete Firefighter pre-employment medical examination. A trained physician experienced in Firefighter medical exams will conduct this exam. These exams are conducted to meet the NFPA

All Rights Reserved – As approved by the Commission on 05-07-2019

1582 standard. This standard is to be available for review at the Fire Department Administration building.

14. **Employment** - Firefighter must continue to meet the NFPA 1582 and NFPA 1001 standards and must successfully complete an annual physical and performance review. Firefighter will also be required annually to pass the minimum performance standards as adopted by the commission. Firefighters that do not meet these minimum requirements of the position will be subject to the Minimum Standards progressive discipline policy outlined below -
    1. First failure will result in no punishment and the person will be re-tested in 30 days after the failure.
    2. Second failure will result in a letter of reprimand placed in their personnel fire and the person will be re-tested in 30 days after the failure. If the person failing the test is a driver, that person will be suspended from their duties of driver until they pass the test.
    3. Third failure will result in a 48-hour suspension without pay from duty and the person will be re-tested in 30 days after returning to duty.
    4. Fourth failure will result in termination.
15. **Certification** - Firefighter must receive the Intermediate EMT certification within 12 months of hire.

Section 800.012 Veterans Preference

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) requires affirmative action provisions for veterans where federal contracts exist. If a department receives federal contracts, they are required to follow the Veterans Preference guidelines below.

When interviews are conducted from the ARL, all eligible Veterans on the referred list must be given the opportunity for an interview.

To receive preference, a veteran must have been discharged or released from active duty in the Armed Forces under honorable conditions (i.e., with an honorable or general discharge), as defined in 5 U.S.C. 2101(2). "Armed Forces" means the Army, Navy, Air Force, Marine Corps and Coast Guard. The veteran must also be eligible under one of the preference categories below.

Military retirees at the rank of major, lieutenant commander, or higher are not eligible for preference in appointment unless they are disabled veterans. (This does not apply to Reservists who will not begin drawing military retired pay until age 60.)

For non-disabled users, active duty for training by National Guard or Reserve soldiers does not qualify as "active duty" for preference.

For disabled veterans, active duty includes training service in the Reserves or National Guard, per the Merit Systems Protection Board decision in Hesse v. Department of the Army, 104 M.S.P.R.647 (2007).
For purposes of this chapter and 5 U.S.C. 2108, "war" means only those armed conflicts declared by Congress as war and includes World War II, which covers the period from December 7, 1941, to April 28, 1952.

Below are preference categories -

All Rights Reserved – As approved by the Commission on 05-07-2019

- During a war; **or**
- During the period April 28, 1952 through July 1, 1955; **or**
- For more than 180 consecutive days, other than for training, any part of which occurred after January 31, 1955 and before October 15, 1976; **or**
- During the Gulf War from August 2, 1990 through January 2, 1992 (see Gulf War and Campaign Medal Holder Notes below); **or**
- For more than 180 consecutive days, other than for training, any part of which occurred during the period beginning September 11, 2001 and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; **or**
- In a campaign or expedition for which a campaign medal has been authorized. Any Armed Forces Expeditionary medal or campaign badge, including El Salvador, Lebanon, Grenada, Panama, Southwest Asia, Somalia, and Haiti, qualifies for preference (see Campaign Medal Holder Note below).
-

*Campaign Medal Holder Note - A campaign medal holder or Gulf War veteran who originally enlisted after September 7, 1980, (or began active duty on or after October 14, 1982, and has not previously completed twenty-four (24) months of continuous active duty) must have served continuously for twenty-four (24) months or the full period called or ordered to active duty. The twenty-four (24)-month service requirement does not apply to eligible veterans separated for disability incurred or aggravated in the line of duty, or to veterans separated for hardship or other reasons under 10 U.S.C. 1171 or 1173.

Gulf War Note
*Gulf War Note - The Defense Authorization Act of Fiscal Year 1998 (Public Law 105-85) of November 18, 1997, contains a provision (§1102 of Title XI) which accords Veterans' preference to ***everyone*** who served on active duty during the period beginning August 2, 1990, and ending January 2, 1992, provided, of course, the veteran is otherwise eligible. This means that anyone who served on active duty during the Gulf War, regardless of where or for how long, is entitled to preference if otherwise eligible (i.e., have been separated under honorable conditions and served continuously for a minimum of twenty-four (24) months or the full period for which called or ordered to active duty).

Section 800.013 Interview Process

The employment interview is part of the selection process. The primary function of the interview is to obtain data or to assess certain knowledge, skills, and abilities of a candidate not available through review of applications. For basically qualified applicants from the same department as the posted position, interviews may be waived with prior approval by the Employment Manager in very limited circumstances. Certain guidelines will be observed to maximize the validity and reliability of the interview process as well as ensure the adherence to current EEO requirements.

It is highly recommended that the Interview Resource Guide for Managers be reviewed prior to any interview. All interview questions should be forwarded to the HR Employment Manager or designee prior to the interview for approval. When possible and practical, an HR representative should be on the interview panel. If the interview is for a supervisor, manager or director level position, a representative from the EEO office should be included on the panel as a non-interviewer. Under Veterans Preference, qualified applicants on the ARL will be given consideration for an interview if any interviews are conducted from the ARL.

The interview panel will be selected by the hiring department. A minimum of three individuals must serve

All Rights Reserved – As approved by the Commission on 05-07-2019

Purpose:

The purpose of this policy is to establish the procedure for selection of candidates for hiring at the Firefighter I position

Objective:

To ensure the Augusta Fire Department selects and hires qualified individuals that meet or have the ability to meet applicable statutes and standards.

Scope:

This policy applies to all managers of and participants in the selection and hiring process for Firefighter I.

Responsibilities:

All personnel that have a role in the selection and hiring process as well as participants in the process are responsible to familiarizing and complying with the procedures outlined in this document.

Eligibility Requirements

To apply for the position of Firefighter, an applicant must:

a) Be 18 years of age
b) Have High School Diploma or equivalent
c) Have valid driver's license and good driving record
d) Have honorable discharge, if any, from the military
e) Meet the requirements set forth in NFPA 1582
f) Meet or exceed requirements set forth in OCGA 25-4-8 "Qualifications of Firefighters Generally"

Disqualifiers may include, but are not limited to, the following:

a) Admission and/ or conviction of a felony offense, or offense within any state that would be considered a felony offense in Georgia, within 10 years. Or 5 years with successful completion of Georgia Department of Corrections Inmate Firefighter Program
b) Admission and/ or conviction of a misdemeanor involving moral turpitude
c) Admission, conviction, or positive test indicating illegal drug use within the past 12 months
d) Admission or conviction of the sale of drugs
e) Admission, conviction, or positive tests indicating certain drug use and/or patterns of drug use

f) Anything other than an honorable discharge from the military
g) Admission, conviction, or other evidence of a pattern of theft or
h) Admission or conviction of DUI (driving under the influence) within the prior 5 years
i) Inability to meet requirements set forth in OCGA 25-4-8 “Qualifications of Firefighters Generally”

1. Application Period
    1.1 The Training Chief will work with the Fire Chief or designee and Human Resources to identify how many positions are open and how many are desired to be filled.
    1.2 The Fire Chief or designee will direct Human Resources to post job vacancy and solicit applications.
        1.2.1 The directive to Human resources will indicate how long the posting is up, whether a length of time, desired number of applications etc.
    1.3 Human Resources shall vet applications using established processes within Human Resources Department procedures.
    1.4 Once applications close, qualified applicants will be sent information regarding date and time for written testing as well as study information if available.
2 Written Testing
    2.1 A suitable entrance examination shall be selected by the Augusta Fire Department that measures general knowledge measuring several abilities.
    2.2 Candidates will take the selected entrance examination.
        2.2.1 Candidates will consent to a background check and pre-employment MVR screening as required by Risk Management
            2.2.1.1 Human Resources will conduct and maintain GCIC background check and MVR report and share any excluding factors with appropriate Augusta Fire Department personnel. If necessary remove candidates from the selection and hiring process.
        2.2.2 Candidates shall obtain a passing score on the selected exam to progress in the selection and hiring process.
        2.2.3 Candidates will be required to sign up for Physical Abilities testing session within 1 week of notification of passing score on Entrance Exam.

3 Physical Abilities Test

3.1 The Augusta Fire Department will use the Augusta Fire Department Physical Abilities Test (APAT) as outlined in procedure XXX.XXX. This is a Pass/Fail test.

3.2 The Augusta Fire Department shall produce video examples of the APAT and post them conspicuously for review by candidates. Posting or linking this video on the Department website constitutes compliance with this requirement.

3.3 The Augusta Fire Department Training Division shall provide an appropriate number and length of familiarization sessions with the equipment used and venue used for the APAT.

3.4 Candidates will be given TWO opportunities to pass the APAT.

3.4.1 In the event a candidate does not successfully pass the APAT after two attempts they will be removed from the current selection process and encouraged to apply for the next process.

3.5 Candidates will be required to pass the Acrophobia Test. This is a Pass/Fail test.

3.5.1 Acrophobia Test will consist of candidate outfitted with helmet, gloves, and ladder belt.

3.5.2 Suitable Aerial ladder will be raised to a 70 degree climbing angle and extended to 100 feet.

3.5.3 Candidates will be secured by appropriate belay system for safety.

3.5.4 Candidate shall have 5 minutes to complete by ascending securing to an identified rung of the ladder, leaning back and clapping three distinct times over their head, then descending

4 Interview

4.1 Candidates will complete a panel interview consisting of three to five members of the department of diverse rank, experience, and demographic backgrounds.

4.1.1 Human Resources will screen and approve the interview questions

4.1.2 Human Resources representative will be invited to monitor the interview

4.2 Interviews will consist of 10 questions graded on a 5 point scale.

4.2.1 Scores will be averaged across the panel and then totaled

4.2.2 This total score will be converted to a 100 point scale

5 Candidate Selection

5.1 Candidates will be selected at this point in the process using written test scores, and interview scores will be used to develop a composite score.
    5.1.1 Candidates must have achieved a passing score on each portion of the testing individually
5.2 Candidates will then be ranked highest to lowest by their composite score
5.3 Additionally the following points will be added to the composite score
    5.3.1 Georgia Certified Firefighter 3 points
    5.3.2 Georgia Licensed EMT, AEMT, or Paramedic 3 points
5.4 The ranked list of eligible candidates will be valid for 12 months
5.5 Selection will be from this list in order, highest to lowest.

6 Physical and Background Checks
6.1 Upon Completion of the interview, selected candidates will be scheduled to complete pre-employment physical with appropriate medical facility
6.2 Candidates will also be provided with instructions regarding completion of background checks required by OCGA 25-4-8
    6.2.1 Candidates MUST be provided a copy of their privacy rights and acknowledge receipt thereby

7 Hiring
7.1 Upon successful completion of physical and background checks candidates will be scheduled for their orientation day as county employees with Human Resources

Purpose:

The purpose of this policy is to establish the procedures for the Augusta Physical Abilities Test. This policy will serve as the guideline for the physical abilities test.

Objective:

To ensure that all candidates understand the procedures of the Augusta Physical Abilities Test and can safely perform them.

Scope:

This policy applies to all candidates in the Augusta Fire Department's hiring process.

Responsibilities:

All candidates are responsible for familiarizing and complying with the procedures outlined in this document.

1. Augusta Physical Abilities Test:

1.1. The Augusta Physical Abilities Test (APAT) consists of eight sequential stations. The test is a timed event with a pass/fail based on the maximum total time of (TBD).

1.2. During the test, the candidate will wear the following equipment for the duration of the test: a hard hat with a fastened chin strap, gloves, and a SCOTT self-contained breathing apparatus (SCBA). At any time during the test that a piece of equipment falls off or becomes dislodged, the candidate will be stopped and required to fix it before being allowed to continue. The time will not stop while the candidate adjusts the equipment.

1.3. Candidates may walk fast between stations, but running is not permitted during the test.

1.4. At any time during the test, if the candidate begins to experience chest pain, dizziness, loss of balance, or if injured, they should notify the lead proctor immediately. Upon notification, the lead proctor will stop the test, but only as requested by the candidate.

1.5. The lead proctor will use two stopwatches during the test to ensure scoring accuracy by eliminating the possibility of timer failure. The lead proctor will follow behind the candidate to monitor and provide instruction between events. If time elapses before the completion of all stations, the lead proctor will conclude the test and inform the candidate of the failure.

2. Pre-Test:

2.1. All candidates must sign in with Training Division personnel and provide proof of identification. Candidates will complete the necessary paperwork and return it to Training Division personnel.

2.2. All candidates will have their vitals assessed before beginning the APAT. The candidate's vitals must be within permissible range to ensure their safety.

2.2.1. Each of the assessed vitals must be below the following criteria:
Pulse- 140 bpm
Systolic Blood Pressure – 160 mmHg
Diastolic Blood Pressure – 100 mmHg
Respiratory Rate – between 12–20 bpm
Temperature below – 100.6 degrees F

2.3. Any candidate with one or more vitals outside of the permissible range will be given a twenty-minute rest period before reassessment. After reassessing vitals, if one or more vitals are outside of the permissible range, they will not be allowed to test.

3. Testing Procedure:

3.1. The candidate will don the required equipment and position themselves at the line in front of the climb tower. The lead proctor will tell the candidate to begin, and the time will start. Candidates must complete all exercises in order within ten minutes.

3.2. Station 1 – Tower Climb:
The candidate will pick up the high-rise pack (100ft of 1 3/4" hose) and climb to the top of the tower. The candidate must use every step during their ascent. Upon reaching the top platform, the candidate will place the high-rise pack down on the platform.

3.3. Station 2 – Equipment Hoist:
The candidate will approach the rail and grasp the rope. The candidate will hoist a single section of 1 ¾" hose to the top platform and lift it over the rail, then place it on the hose on the platform. The candidate will then pick up the high-rise pack and descend back down the tower using every step. Upon reaching the ground, the candidate will place the high-rise pack on the ground, then proceed to the next station.

3.4. Station 3 – Ladder Carry:
The candidate will grasp the 14-foot roof ladder with both hands and remove it from the wall. The candidate will place the ladder on one shoulder, walk to the yellow line, and then return to the starting point. The candidate will place the ladder back on the mount properly, then proceed to the next station.

3.5. Station 4 – Ladder Raise and Extension:
The candidate will walk to the top rung of the extension ladder. The candidate

will grasp the top rung and lift it from the ground. Using a hand-over-hand method, the candidate will raise the ladder all the way up to the tower without skipping rungs. Once the ladder is resting against the tower, the candidate will then step over to the secured ladder and extend the fly section until it stops. The candidate will lower the fly all the way back down in a controlled manner and then proceed to the next station.

3.6. Station 5 – Ventilation Simulation:
The candidate will step on top of the platform with one foot on each side of the kaiser sled. The candidate will use the provided hammer to strike the kaiser sled until it reaches the other side. The candidate will dismount the kaiser sled and proceed to the next event.

3.7. Station 6 – Ceiling Breach and Pull:
The candidate will step inside the frame of the prop and grasp the provided pike pole. The candidate will place the tip of the pike pole in the notch and push up three (3) times. The candidate will then hook the bar and pull down five (5) times. The candidate will complete four (4) sets of three up and five down. The lead proctor will count aloud the repetitions and sets. Any repetition that is not complete will not be counted, and the proctor will call out the last completed repetition. Upon completion, the candidate will hang the pike pole in the starting position and proceed to the next station.

3.8. Station 7 – Hose Advance:
The candidate will pick the nozzle of the charged hose line and place it over their shoulder, grasping it with both hands. The candidate will advance the hose line fifty (50) feet forward. Once the nozzle crosses the line, the candidate will place the nozzle on the ground and proceed to the next station.

3.9. Station 8 – Rescue Drag:
The candidate will position themselves at the head of the 165-pound rescue mannequin. The candidate will grasp the handles of the harness and drag the mannequin to the drum 25 ft. The candidate will then proceed around the drum back to the starting position. Once the mannequin fully crosses the line, the timer will be stopped, and the total time will be recorded.

4. Post-Test:

4.1. Upon completion of the test, the candidate will be taken to rehab and allowed to rest and rehydrate. The candidate’s vitals will be assessed to ensure they have returned to a permissible range (using the same criteria used for Pre-test Vitals). If the candidate’s vitals are outside of the permissible range, the candidate will be required to wait an additional twenty minutes before reassessing vitals. When vitals are inside the permissible range, the candidate will be free to leave the testing event.

5. Documentation:

5.1. Training Division will maintain all records of the Augusta Physical Abilities Test in accordance with the records and retention requirements of the Augusta Fire Department.

Augusta Fire Department Physical Agility Test
EXERCISE COMPLETION SHEET

Candidate Name _____

Date _____

☐ Tower Climb with 100’ 1 ¾” Hose Pack

☐ Equipment Hoist – Hoist 50’ 1 ¾” hose roll to top of tower using rope

☐ Ladder Removal/Replacement (Walk 50’ with ladder and replace)

☐ Ladder Raise and Extension

☐ Ventilation Simulation - Keiser Sled

☐ Ceiling Breach and Pull (4 sets of 3 up and 5 down)

☐ Hose Advance (Advance charged 1 ¾” Hose 50’)

☐ Rescue Drag (Around barrel and back – 50’)

Elapsed Time _____

NOTE: The entire test must be completed in ten minutes or less; wearing SCBA, Helmet, and Gloves.

Assessor Name _____

Date _____

Assessor Signature _____

Public Safety

Meeting Date: November 25, 2025

Approval to Award RFP #25-203 for Construction of New Fire Station #3 to John W Spratlin & Son

Department: Fire

Presenter: Antonio Burden, Fire Chief/EMA Director

Caption: Motion to approve the award if RFP #25-203 for Construction Services to Build New Fire Station #3 for the Augusta, Georgia Fire Department to John W Spratlin & Son, LLC in the amount of $5,694,359.73 and authorize the mayor to execute all necessary documentation to proceed with the contract.

Background: In response to the growing operational demands and public safety needs of the Augusta community, the City initiated Request for Proposals (RFP) #25-203 for the construction of a new Fire Station #3. The new facility is planned as a 12,469-square-foot modern fire station designed to enhance emergency response capability and better serve residents in the surrounding service area. The project includes three apparatus bays and a full range of dedicated support spaces, including a turn-out gear room, decontamination area with gear extractor, dryers, shower facilities, EMS storage, tool rooms, community room for community engagement/training, along with associated site work. These improvements will support firefighter readiness, safety, and operational efficiency, enabling the Fire Department to continue meeting the community's critical public safety expectations.

RFP #25-203 was publicly advertised, and multiple proposals were received and evaluated in accordance with Augusta's procurement policies. The evaluation committee reviewed each submission for responsiveness, experience, technical approach, and adherence to project specifications.

Analysis: Following a detailed grading and evaluation process, John W Spratlin & Son, LLC was determined to be the most responsive proposer, demonstrating a clear understanding of the project scope and the technical requirements outlined in the RFP. Their submission reflected strong qualifications, relevant experience in public safety construction, and the ability to deliver a facility meeting Augusta's operational and design standards.

During subsequent contract negotiations, John W Spratlin & Son, LLC agreed to complete the project for a total cost of **$5,694,359.73**. This negotiated amount is consistent with the project's scope, current construction market conditions, and the City's expectations for a facility of this type and complexity.

	Awarding the contract to John W Spratlin & Son, LLC will allow the project to move forward into the construction phase, providing the Fire Department with a modern, fully equipped station that supports efficient emergency response and improved service to the community. Approval of this award ensures that the City proceeds with a qualified contractor capable of delivering a high-quality facility within the negotiated terms.
Financial Impact:	The total cost is $5,694,359.73. Fire Station #3 is part of the approved SPLOST 7 Fire Stations project.
Alternatives:	None at this time
Recommendation:	To approve the Motion to approve the award if RFP #25-203 for Construction Services to Build New Fire Station #3 for the Augusta, Georgia Fire Department to John W Spratlin & Son, LLC in the amount of $5,694,359.73 and authorize the Mayor to execute all necessary appropriate documentation to proceed with the contract.
Funds are available in the following accounts:	SPLOST account 329-03-4510/54-13130
REVIEWED AND APPROVED BY:	N/A

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **AUGUSTA, GA** ("Owner") and **JOHN W SPRATLIN & SON, LLC** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

AUGUSTA FIRE STATION #3/RFP #25-203

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of a new 12,469 square foot Fire Station facility, featuring three apparatus bays, dedicated support spaces, including a Turn-out Gear room, Decontamination area with Gear Extractor, dryers, shower, EMS storage, a tools room, and associated site work.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Johnson, Laschober & Associates, P.C. (A/E), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. Contractor shall achieve Substantial Completion of the entire Work in 12 months from Notice to Proceed and application for final payment can be made in accordance with Paragraph 14.07 of the General Conditions of the Construction Contract. If Contractor fails to achieve

Substantial Completion as provided in this Section, liquidated damages, if any, shall be assessed as set forth in Section 4.02.

4.02 *Liquidated Damages*

$350 per day

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 6.01.A, 6.02.A-B, and 6.03 below:

For all Work other than Unit Price Work, the Contract Sum shall be *Five Million, Six Hundred and Ninety-Four Thousand, Three Hundred Fifty-Nine Dollars and Seventy-Three Cents ($5,694,359.73)*.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price based on Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. 95 percent of Work completed (with the balance being retainage).; and

    b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 95 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
   a. _____ (pages _____ to _____, inclusive).
   b. _____ (pages _____ to _____, inclusive).
   c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 63, inclusive).
6. Supplementary Conditions (pages 1 to 7, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 67 sheets with each sheet bearing the following general title: Fire Station #3 [or] the Drawings listed on attached sheet index.

   INDEX:
   G-001 COVER SHEET

9. Addenda (numbers _____ to _____, inclusive).

   Addendum #1 – July 28, 2025

10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

c. RFP Item 25-203

d. Exhibit 1: Section 012200 – Unit Prices

e. Exhibit 2: Email correspondence last dated October 9, 2025, 12:59PM

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages _____ to _____, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

NONE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the ___ day of _____, 2025 (which is the Effective Date of the Agreement).

AUGUSTA, GA

By: GARNETT L. JOHNSON

Title: As Its Mayor

Attest: Lena J. Bonner

Title: Clerk of Commission

Address for giving notices:

Augusta, GA, Administrator's Office

535 Telfair Street, Suite 910

Augusta, GA 30901

JOHN W. SPRATLIN & SON, LLC

By: JIM GAINE

Title: Owner/President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Title: Vice President / Owner

Address for giving notices:

Jim Gaine

5133 Washington Road, Suite 300

Evans, GA 30809

License No.: GCCO004401

Augusta GEORGIA

Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

September 24, 2025

Mr. Andy Penick
Procurement Director

Re: RFP 25-203 – Construction Services to Build New Fire Station #3 for Augusta, GA – Fire Department

Dear Mr. Penick:

After careful review and scoring of the proposals submitted for RFP 25-203 Construction Services to Build New Fire Station #3 for Augusta, GA – Fire Department, Spratlin Construction met or exceeded all assessment criteria and was determined to be the most responsive bidder. Therefore, our evaluation team recommends entering contract negotiations with Spratlin Construction.

Please schedule a meeting with the vendor at your earliest convenience to begin negotiations.

If you have any questions or require additional information, please contact me at 706-821-1640 or 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief / EMA Director

Evaluation Sheet
RFP Item #25-203 Construction Services to Build New Fire Station #3
for Augusta, GA - Augusta Fire Department
RFP Date: Wednesday, August 6, 2025 @ 3:00 p.m.
Evaluation Meeting: Wednesday, September 24, 025 @ 9:00 a.m. (Via Zoom)

Vendors			Kenrick's Construction Company 910 Georgia Avenue North Augusta, SC 29831	John W. Spratling & Son, LLC 5133 Washington Road, Suite 300 Evans, GA 30809	Continental Construction Co, Inc. 4190 Crosstowne Court Evans, GA 30809	Kuhlke Construction & Associates, Inc. 3704 Benchmark Drive Augusta, GA 30909	RW Allen Construction Services LLC 1015 Broad Street Augusta, GA 30901	Kenrick's Construction Company 910 Georgia Avenue North Augusta, SC 29831	John W. Spratling & Son, LLC 5133 Washington Road, Suite 300 Evans, GA 30809	Continental Construction Co, Inc. 4190 Crosstowne Court Evans, GA 30809	Kuhlke Construction & Associates, Inc. 3704 Benchmark Drive Augusta, GA 30909	RW Allen Construction Services LLC 1015 Broad Street Augusta, GA 30901
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)									
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					Weighted Scores				
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	2.7	4.8	3.0	3.3	4.1	53.3	96.7	60.0	66.7	82.7
3. Organization & Approach	(0-5)	20	2.7	4.8	2.3	4.5	4.5	53.3	96.7	46.7	89.3	90.0
4. Scope of Services: a. Detailed scope of Services to be provided - Scope addresses all known services needed and appears achievable in the period set forth in the project schedule. b. Deliverables are appropriate to schedule and scope set forth in above requirements c. Firm's experience, capabilities and other qualifications for this project. d. Firm's organizational and management approach to the requested services	(0-5)	10.0	2.3	4.8	2.0	3.1	3.8	23.3	48.3	20.0	31.3	38.3
5. Financial Stability	(0-5)	5.0	3.2	4.2	3.2	3.8	4.2	15.8	20.8	15.8	19.2	20.8
6. Schedule of Work	(0-5)	5.0	2.0	4.8	2.0	4.2	3.5	10.0	24.2	10.0	20.8	17.5
7. References	(0-5)	5.0	3.0	4.8	1.0	3.8	3.8	15.0	24.2	5.0	19.2	19.2
8. Proximity to Area - (enter th epoint bvalue for the one line only)												
Within Richmond County	5	10.0				5.0	5.0	0.0	0.0	0.0	50.0	50.0
Within CSRA	5	6.0	5.0	5.0	5.0			30.0	30.0	30.0	0.0	0.0
Within Georgia	5	4.0						0.0	0.0	0.0	0.0	0.0
Within SE	5	2.0						0.0	0.0	0.0	0.0	0.0
All Others	5	1.0						0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			15.8	28.3	13.5	22.8	24.0	200.8	340.8	187.5	296.5	318.5
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
8. Presentation by Team	(0-5)	10						0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5						0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)												
Lowest Fees	5	10				5.0		0.0	0.0	0.0	50.0	0.0
Second	5	6		5.0				0.0	30.0	0.0	0.0	0.0
Third	5	4					5.0	0.0	0.0	0.0	0.0	20.0
Forth	5	2						0.0	0.0	0.0	0.0	0.0
Fifth	5	1						0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	5.0	0.0	5.0	5.0	0.0	30.0	0.0	50.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
Total Cumulative Score (Maximum point is 500)			15.8	33.3	13.5	27.8	29.0	200.8	370.8	187.5	346.5	338.5
Internal Use Only												

Evaluator: Cumulative **Date: Phase I - 9/24/25**

Procurement DepartmentRepresentative:_____Nancy Williams_____
rocurement Department Completion Date: Phase I - 9/24/25

RFP Opening: RFP Item #25-203 Construction Services to Build New Fire Station #3 for Augusta, GA-Augusta Fire Department
RFP Date: Wednesday, August 6, 2025 @ 3:00 p.m.

Total Number Specifications Mailed Out: 27
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 731
Georgia Procurement Registry:
Pre-Proposal Conference Attendees: 25
Total Packages Submitted: 5
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Original	7 Copies	Fee Proposal	Compliance Goal
Kenrick's Construction Company 910 Georgia Avenue North Augusta, SC 29831	YES	YES	2372554	YES	YES	YES	YES	YES	YES
John W. Spratling & Son, LLC 5133 Washington Road, Suite 300 Evans, GA 30809	YES	YES	231881	YES	YES	YES	YES	YES	YES
Continental Construction Co, Inc. 4190 Crosstowne Court Evans, GA 30809	YES	YES	59451	YES	YES	YES	YES	YES	YES
Kuhlke Construction & Associates, Inc. 3704 Benchmark Drive Augusta, GA 30909	YES	YES	247102	YES	YES	YES	YES	YES	YES
RW Allen Construction Services LLC 1015 Broad Street Augusta, GA 30901	YES	YES	2601239	YES	YES	YES	YES	YES	YES

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, August 6, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 810 1424 5203; Passcode: 25203** furnishing:

RFP Item #25-203 Construction Services to Build New Fire Station #3 for Augusta, GA – Fire Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are $400.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, June 26, 2025. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

Pre-Proposal Conference will be held on Monday, July 21, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 823 4995 9890; Passcode: 25203. Optional Site Visit will be held on Tuesday, July 22, 2025; please contact Antonio Burden at (706) 821 1640 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, July 23, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 10% Bid bond is required to be submitted along with the proposer's qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	June 26, 2025 and July 3, 10, 17, 2025
Metro Courier	June 26, 2025

Revised:10/02/24

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.

Commission Meeting

December 2, 2025

Riverwalk Marina Store and Warehouse Lease

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** an extension of the lease agreement between Augusta, Georgia and Olde Town Pickers at the end of term to continue the operations of the Riverwalk Marina Store and Warehouse for a period of six (6) months and implement monthly rent in accordance with the amended lease date effective February 1, 2025. **(Requested by Administration)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 2, 2025

NGOs

Department:	N/A
Presenter:	N/A
Caption:	Discuss the application process including: 1. Having NGO define, how their offering addresses a clearly defined measurable community need. 2. Metrics for determining long-term, positive community impact and sustainable results; 3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and 4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources. Applications will be reviewed and scored by a committee. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 2, 2025

Storm drain Maintenance Proposal- 1650 Olive Road

Department:	N/A
Presenter:	N/A
Caption:	Discuss the following options proposed by Dr. Malik, Director Augusta Engineering- **1)** proposed a cut of 1x per year **2)**T state requirement of a 25ft buffer (starting at the bank of the creek) which is not to be disturbed **3)**Optimal mowing time is April/May. **(Requested by Commissioner Tony Lewis)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Engineering Services Committee Meeting

Meeting Date: November 25, 2025

Landfill Operation & Regulatory Compliance

Landfill Equipment Need and Lease-to-Own Plan

File Reference: 25-014 (A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve procuring landfill equipment listed at attached Exhibit A at "lease-to-own" terms for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Lease term is forty-eight (48) months. Monthly and Annual lease total amount is $79,114.21 and $949,370.57, respectively, funded by the Landfill annual Capital Funds. /AE

Background: Debris management permits are temporary and have multiple requirements in order to successfully close. The permit for the final disposal location has to ensure that the material is not stored and is reused for beneficial reuse. The risk in temporarily storing over one million cubic yards of wood chips is that the material can spontaneously combust as it is constantly broken down by bacteria. Risk of fire increases as the mulch is removed from the temporary stockpile because oxygen is introduced into portions of the pile that have not been in contact with air, increasing bacterial activity, so fire safety equipment needs to be on standby. The chosen beneficial reuse for this material at the landfill is to amend the poor sandy soils with organic material to successfully grow grass on landfill slopes. The landfill has been renting needed equipment to handle this material in temporary stockpile storage under emergency procurement. Since it will take years to handle the material for beneficial reuse, the landfill will purchase needed equipment. In the future, the landfill will divert green waste to replenish this needed organic material for future erosion control permit compliance so purchased equipment will be used for the normal equipment life cycle. In order to ensure optimum longevity and use of proposed purchased equipment, additional equipment and tools are needed for appropriate preventative maintenance and repairs, the enclosed list includes those needs.

Analysis: Landfill employees have identified specific equipment needs for specialized tasks described above. They have optimized a mix of new and used equipment relative to available funds and have identified distributors based upon supplies of hard to find equipment and distributors willing to apply funds from equipment rental to purchase price. While department has done that analysis

it is possible that not all equipment and costs will remain at the ti purchase so each piece is considered as a general category so "equivalent" pieces are also options.

Financial Impact: Funds in amount of $2,363,000 available in Landfill (Waste Management) FY2025 capital budget funding.

Alternatives: Not proposed.

Recommendation: Approve procuring landfill equipment listed at attached Exhibit A at "lease-to-own" terms for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Lease term is forty-eight (48) months. Monthly and Annual lease total amount is $79,114.21 and $949,370.57, respectively, funded by the Landfill annual Capital Funds. /AE

Funds are available in the following accounts: **($2,363,000)** 541044210-54.21110 Solid Waste Operational Capital Funds

REVIEWED AND APPROVED BY: HM/sr

Equipment list and needs for beneficial reuse project						
Equipment	**Vendor**	**Total**				
Operations Machines						
CAT 336-08 (Currently on Rent)	Yancey-CAT	$ 172,000.00	x			
CAT 730 WT 6,000 gal Water Truck (Used)	Yancey-CAT	$ 289,000.00	x			
JD 850-dirt (Used)	Dobbs Equipment	$ 282,000.00	x			
214165 850 JD-motor	Dobbs Equipment	$ 62,000.00	x			
Support machines/equipment						
New Holland T6.175-electro W/Flail Mowers	J&B New Holland Tractor Co, Inc	$ 248,000.00	x			
Travis Trailer x 3	Travis Body and Trailer, Inc	$ 272,000.00	x			
Godwin 4" pump	Xylem	$ 60,000.00	x			
Case DL550 Minotaur	Border Equipment-Bobcat of Augusta	$134,000	x			
CAT 304 CS (New)	Yancey-CAT	$ 64,000.00	x			
OTR Wheeled Service Vehicles						
Fuel Truck	Rush Truck Center of GA	$ 351,000.00	x			
Service Truck	Rush Truck Center of GA	$ 293,000.00	x			
Maintenance Shop						
Tool boxes x 5, Top box, Bottom box, and tools	Harbor Freight	$ 29,000.00	x			
Nitrogen fire supression system	Quincy Compressor	$ 45,000.00	x			
personnel carriers						
Kubota 4 passenger ATV x 3	J&B Tractor- Kubota	$ 61,000.00	x			
	Grand Total	$ 2,362,000.00				

Engineering Services Committee Meeting

Meeting Date: 25 November 2025

Landfill Operations & Regulatory Compliance

Landfill Equipment Needs

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve procuring landfill equipment related to safely and efficiently handling mulch resulting from Hurricane Helene. The GAEPD debris permit allows for temporary storage of the material but ultimately requires material to be used for beneficial reuse. Beneficial reuse of this material is as a soil amendment and for soil and erosion stabilization purposes. Moving the mulch from the current temporary storage facility to final beneficial reuse requires additional equipment for handling and fire prevention and also requires additional tools and equipment for maintaining and repairing that equipment. This action is necessary to keep the Solid Waste Facility in compliance with the debris permit as well as the sitewide stormwater permit and will allow landfill personnel to do so in a safe and efficient manner. See EXHIBIT A "Landfill needs to fulfill debris permit". Total cost for all needs will not exceed $2,400,000; purchases will be procured using FEMA money earned for receiving processed wood chips at landfill.

Background: Debris management permits are temporary and have multiple requirements in order to successfully close. The permit for the final disposal location has to ensure that the material is not stored and is reused for beneficial reuse. The risk in temporarily storing over one million cubic yards of wood chips is that the material can spontaneously combust as it is constantly broken down by bacteria. Risk of fire increases as the mulch is removed from the temporary stockpile because oxygen is introduced into portions of the pile that have not been in contact with air, increasing bacterial activity, so fire safety equipment needs to be on standby. The chosen beneficial reuse for this material at the landfill is to amend the poor sandy soils with organic material to successfully grow grass on landfill slopes.

The landfill has been renting needed equipment to handle this material in temporary stockpile storage under emergency procurement. Since it will take years to handle the material for beneficial reuse, the landfill will purchase needed equipment. In the future, the landfill will divert green waste to replenish this needed organic material for future erosion control permit compliance so purchased equipment will be used for the normal equipment life cycle. In order to ensure optimum longevity and use of proposed purchased equipment, additional equipment and tools are needed for appropriate preventative maintenance and repairs, the enclosed list includes those needs.

Landfill employees have identified specific equipment needs for specialized tasks described above. They have optimized a mix of new and used equipment relative to available funds and have identified distributors based upon supplies of hard to find equipment and distributors willing to apply funds from equipment rental to purchase price. While we have done that analysis, we understand that not all equipment and costs will remain at the time of purchase so each piece is considered as a general category so "equivalent" pieces are also options.

Financial Impact: Funds in amount of $2,400,000 available from money earned from Hurricane mulch beneficial reuse project.

Alternatives: N/A

Recommendation: Approve procuring landfill equipment to provide safe and effective handling of mulch beneficial reuse project to remain in compliance with the mulch permit and soil and erosion control permit. Proposed equipment and justification is shown in Supporting documentation

Funds are available in the following accounts:

$2,400,000 - 541044210 - Solid Waste Operational Capital Funds

REVIEWED AND APPROVED BY: HM/sr

EXHIBIT A

Equipment list, quotes, and justification needs for beneficial reuse project

Hurricane Helene unearthed over four million cubic yards of trees within Augusta's right of ways, those trees were reduced to one million cubic yards of wood mulch. To manage the trees and debris, permits were required from Georgia Environmental Protection Division that allowed Augusta to manage the debris and temporarily store the mulch. Those permits also required that the mulch be temporarily stored until used in a beneficial manner. Augusta Engineering and Environmental Services (AEES) managed the risk of the entire one million cubic yards of mulch by safely and temporarily storing it in a sandy soil borrow area at the landfill. Risk in storing such a large amount of mulch is that it can spontaneously combust, as the woody material is broken down by bacteria, causing a large fire. As mulch is removed from the pile to meet the beneficial reuse portion of the permit, the risk of fire increases as oxygen is reintroduced into the pile. Removing mulch from the pile to meet the debris management permit compliance relative to beneficial reuse, the landfill developed a process for using the mulch as a soil amendment to effectively grow grass on landfill slopes, solving a historic and costly problem for the landfill. In addition, the mulch is being used to cover bare soil to eliminate erosion to meet the landfill's stormwater permit compliance, solving another long term, costly problem for the facility.

Handling the 10,000-tractor trailer loads of mulch after the storm required renting specialized heavy equipment that the landfill did not have at the time. The landfill has been under emergency procurement for renting that equipment since the storm. That equipment will continue to be needed to handle the mulch for beneficial reuse requirements. In addition to the continued needs for handling the material in the future, additional, specialized equipment and support vehicles and tools will be required to decrease risk from fire and to safely and effectively maintain that equipment. For the last four years Augusta Engineering and Environmental Services Department (AEESD) have optimized operations related to heavy equipment operation and maintenance. Our maintenance staff developed preventative maintenance procedures, including pre inspections by maintenance staff before all equipment is allowed to be used for the day. Scheduled preventative maintenance programs are in place for the entire fleet of vehicles and heavy equipment. Our heavy equipment operators have been trained on proper pre and post use inspections and are required to thoroughly clean all equipment so maintenance staff can appropriately inspect at the beginning of each day. Managers, mechanics, and operators work together to ensure the equipment we use has the potential to last.

Over the last four months, landfill managers, mechanics, and operators conducted an assessment of current inventory and compared it to equipment needs in order to fulfill mulch permit compliance requirements. Those functions include soil and erosion abatement, vegetative maintenance, detention pond maintenance, road maintenance, mulch transport, and personnel transportation. This effort identified classes of equipment with specific requirements and vendors that sold equipment within those parameters; some vendors provided trial periods at the landfill for staff to compare.

Landfill equipment is expensive so in order to optimize available funds, maintenance contracts, available new and used equipment, and warrantee periods, were evaluated for needed equipment. We asked each vendor to structure prices/payments on available equipment to accommodate a lease to own program where possible. Some vendors authorized application of rental charges applied since the storm, toward purchase of that piece of rented equipment. Some equipment and tools are unique to fire suppression.

We are seeking permission to move forward with lease to own options (where available) and outright purchase on a list of equipment that landfill staff have identified, tested, and approved as appropriate to fulfill permit compliance needs. The total for all equipment has been identified and will not exceed $2,400,000. The equipment list identified below is structured according to machine class, attached are justification memos for equipment.

Equipment	Vendor
Operations Machines	
CAT 336-08 (Currently on Rent)	Yancey-CAT
CAT 730 WT 6,000 gal Water Truck (Used)	Yancey-CAT
JD 850-dirt (Used)	Dobbs Equipment
214165 850 JD-motor	Dobbs Equipment
Support machines/equipment	
New Holland T6.175-electro W/Flail Mowers	J&B New Holland Tractor Co, Inc
Travis Trailer x 3	Travis Body and Trailer, Inc
Godwin 4" pump	Xylem
Case DL550 Minotaur	Border Equipment-Bobcat of Augusta
CAT 304 CS (New)	Yancey-CAT
OTR Wheeled Service Vehicles	
Fuel Truck	Rush Truck Center of GA
Service Truck	Rush Truck Center of GA
Maintenance Shop	
Tool boxes x 5, Top box, Bottom box, and	Harbor Freight
Nitrogen fire supression system	Quincy Compressor
personnel carriers	
Kubota 4 passenger ATV x 3	J&B Tractor- Kubota

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Travis Trailers Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. Travis Trailer Walking Floor 48', (3) three each

Travis Trailer is the selected vendor for the listed equipment for following reasons. Travis Trailer was selected for these trailers because they are the lowest price vendor for the assets needed. These trailers will replace our current fleet of dilapidated walking-floor trailers dedicated to the customer drop off area. Walking floor trailers were used to transport mulch to the landfill and will be used do the same for beneficial reuse activity. These trailers will be utilized in the future to keep our customers and citizens safe while offloading their waste. These give us the opportunity to accommodate our residential customers separately from our commercial haulers. These trailers directly impact our customer service, customer safety, and compliance regulations for waste handling per our Design and operation plan.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

TRAVIS BODY & TRAILER, INC.
FACTORY: 13955 FM 529, HOUSTON, TX 77041
(713) 466-5888, (800) 535-4372, FAX (713) 466-3238

Customer / Dealer:	Augusta, Georgia	Contact:	Lawoun Howard
Address:		Date:	07/10/25
City, State Zip:	Augusta, GA	Quantity:	3
Phone:	706-834-8450	Quote #:	#1B-25 Classic Live Floor
Fax		Delivery:	TBD
Email:	L.Howard@augustaga.gov		

BODY		Ref. #	Price
Length	48 Foot		
Width	102 inch		
Height	102 inch		
Side Sheet	Classic		
Catwalk	Standard Width		$780.00
Top Rail	Extruded Aluminum		
Crossmembers	Standard		
Lower Rail	Tubular		
Nose / Bulkhead	.250 Aluminum		
Horizontal Bracing	None		
Ladders	Nose, Steps on the Gate		
Longitudinals / Frame	Aluminum		Std.
Tarp Rod / Bar	None		
Flaps			
Marker Lights	Standard		
Center Turn Signal	Standard		
Light Panel	Standard		
TAILGATE			
Height	To Fit Flush		
Thickness			
Hinge	1 piece swing pass. Side		
Air or Manual	Air		
Safety Latches	Yes		
Gate Guide	Yes		
Crosspipe	(3) Steel		
Bumper	Tipper Bumper		
Push Blocks	If needed		

SUSPENSION / CHASSIS		Ref. #	Price
Suspension	Reyco 21-B		
Type	4 Spring		
Axles	102", 25k, "P" Spindles		
Drums	Cast		
Hubs	Cast		
Brakes	16-1/2" x 7"		
ABS	4S/2M Meritor ABS		
Wheels	Steel		Standard
Size	8.25 x 24.5		
Tires	Standard Radial		
Size	11R24.5		
Kingpin Setting	36in.		
Dollies	Jost 2 Speeds, D/S Crank		
Tire Carrier	Yes		
Tow Hooks			
Coupler Plate			
Paint	Black		Standard
FLOOR			
Floor Thickness	Hallco I-4000		
	1/2 inch Triple Ridge Slat		$3,850.00
	Pressure Filter		
TARP			
	Not Included		

ESTIMATED WEIGHT:

NOTES/OTHER OPTIONS/COMMENTS	PRICE: EACH
Man Door on Nose under Catwalk	$670.00
** LONG STUDS **	
Move the walls to the inside of the lower rail so there is no taper.	

Base Trailer Price	EACH	$	85,033.00
Options Total		$	5,300.00
Sub Total	EACH	$	90,333.00
Federal Excise Tax			
Sub Total	EACH	$	90,333.00
Less: Trade Allowance		$	-
Description of Trade:		$	-
Add: Trade in Payoff		$	-
Sales Tax/License & Title fees		$	-
Freight _____Miles to _ Houston, TX.		$	-
Net Price: F.O.B.		$	90,333.00
Net Balance Due	QUANTITY	$	-

x 3

Purchaser		Date		Salesman	Ricardo Aguinaga	Date	7/10/2025
By:		Date		Approved By:		Date	

The specifications above are correct and constitute our order.
Enter this order in accordance with above specifications.
Subject to terms and conditions on back.

We have accepted your order pursuant to your request and have entered same in accordance with these specifications. This order is not accepted until approved by management

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Yancey/Caterpillar Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment under lease agreement.

1. 336 Excavator (Rental Buy Out)
2. 304CS Mini Ex
3. 730WT 6K Gallon Water Truck Used

Yancey/Caterpillar is the selected vendor for the listed equipment for the following reasons. Yancey provided the best collection of equipment for the earth moving operation of the landfill. All equipment listed comes at the lowest cost for all vendors. The selected equipment will be used to maintain and stay in compliance with both local and federal GAEPD regulations.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

YANCEY CAT

Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE

SOLD TO				SHIP TO
PURCHASER	AUGUSTA, GEORGIA			
STREET ADDRESS	530 GREENE ST PURCHASING DEPT ROOM 105			<SAME>
CITY/STATE	AUGUSTA, GA	COUNTY	RICHMOND	
POSTAL CODE	30911-4406	PHONE NO.	706-821-2334	
CUSTOMER CONTACT: EQUIPMENT	MR ROD ROBINSON			
CUSTOMER CONTACT: PRODUCT SUPPORT	MR ROD ROBINSON			
INDUSTRY CODE:	LOCAL GOVERNMENT(GV93)	PRINCIPAL WORK CODE	LANDFILL CONSTRUCTION(910)	F.O.B. AT:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	QUOTE NO	CUSTOMER PO NUMBER
901240	N/A	287200	

PAYMENT TERMS:

TERMS			
NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	NEGOTIATED TERMS ☐ INITIAL	FINANCIAL SERVICES ☐ CSC ☐ LEASE

CASH WITH ORDER	0	BALANCE TO FINANCE	0	CONTRACT INTEREST RATE	0		
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR, INC. MODEL: 304 CS YEAR: 2025

STOCK NUMBER: EM2025571 SERIAL NUMBER: 0AN406070

304 07A MHE DCA3B	638-2103	SOFTWARE, CODED START	557-1713	LINES, QC, LNG STK, 3 LINE	586-0420
MIRROR, CAB, RIGHT	428-7870	UNDERCARRIAGE AR	542-6655	COUNTERWEIGHT, EXTRA, 500LBS	586-1369
BELT, SEAT, 3" RETRACTABLE	510-6085	ALARM, TRAVEL	579-8852	STICK, LONG, WITH 1ST AUX	596-7602
WATER JACKET HEATER, 120V	519-8302	ELECTRICAL ARR, C1.7 HRC	579-8858	BLADE, STD, BOCE	597-0752
CAT KEY, WITH PASSCODE OPTION	522-6460	LIGHTS, LED	579-8868	ENGINE, EPA TIER 4 FINAL	611-2419
CAB, WITH HEAT AND A/C	542-6690	LIGHTS, LED, REAR	579-8870	INTEGRATED RADIO V2	639-4462
TRACK, 14", RUBBER BELT	542-6699	MONITOR NEXT GEN, CAMERA READY	579-8876	PRODUCT LINK, CELLULAR PL243	628-8005
SOFTWARE, PROPORTIONAL CONTROL	557-1709	CAMERA, REAR VIEW	579-8892	COUPLER, PG, MAN.D.LOCK, 3-4T	444-7494
SOFTWARE, STICK STEER CONTROL	557-1710	LINKAGE BUCKET W/LIFTING EYE	584-4307	BUCKET-HD, 24", 4.2 FT3, 3T	464-9904
SOFTWARE, 2 WAY CONTROL	557-1711	CONTROL, QC, 3 LINE	584-4312	THUMB, HYDRAULIC, 3-4T	452-2740

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	63,386
EXT WARRANTY	Included
NET BALANCE DUE	**63,386**
TOTAL QUOTE PRICE	**63,386**

New Machine
Mini Ex.

☐ CATERPILLAR EQUIPMENT WARRANTY INITIAL

The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including experation date where necessary:

☐ USED EQUIPMENT WARRANTY INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

PURCHASER

YANCEY

ORDER RECEIVED BY Callaway, Rick
REPRESENTATIVE

APPROVED AND ACCEPTED ON _____
AUGUSTA, GEORGIA
PURCHASER

BY _____
CustomerSign

TERMS AND CONDITIONS

Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE

SOLD TO				SHIP TO
PURCHASER	AUGUSTA, GEORGIA			
STREET ADDRESS	530 GREENE ST PURCHASING DEPT ROOM 105			<SAME>
CITY/STATE	AUGUSTA, GA	COUNTY	RICHMOND	
POSTAL CODE	30911-4406	PHONE NO.	706-821-2334	
CUSTOMER CONTACT: EQUIPMENT	MR ROD ROBINSON			
CUSTOMER CONTACT: PRODUCT SUPPORT	MR ROD ROBINSON			
INDUSTRY CODE:	LOCAL GOVERNMENT (GV93)	PRINCIPAL WORK CODE	LANDFILL OPERATION (920)	F.O.B. AT:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	QUOTE NO	CUSTOMER PO NUMBER
901240	N/A	294384	

PAYMENT TERMS:

TERMS			
NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	NEGOTIATED TERMS ☐ INITIAL	FINANCIAL SERVICES ☐ CSC ☐ LEASE

CASH WITH ORDER	0	BALANCE TO FINANCE	0	CONTRACT INTEREST RATE	0		
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR, INC. MODEL: 336 YEAR: 2022

STOCK NUMBER: EM2022738 SERIAL NUMBER: 0YBN21749

336 07C HEX CFG1	594-9098	LIGHTS, REACH BOOM RH & LH	577-6895
LONG UC W/ HD ROLLER	593-3802	CAB, DELUXE	546-0111
COUNTERWEIGHT, 14,990LBS	575-2694	GRADE W/2D, ASSIST&PAYLOAD	516-0550
RECEIVER, BLUETOOTH	524-8272	MONITOR, 10"	511-9428
BOOM, REACH 21'4"	578-1028	GRADE SENSOR, REACH BOOM	517-5967
STICK, R12'10"	512-1352	GRADE SENSOR, R12'10" STICK	517-5969
TRACK, 33" TG	511-9759	LINES, QC, REACH BOOM	503-9810
FAN, REVERSE	576-5781	LINES-QC, R12'10" STICK	321-0139
CONTROL, QC	517-4758	Heavy Duty Bucket	0P-9003
CAMERA, REAR + RH VIEW	593-3808		

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	283,100
TOTAL PAYMENTS MADE	(112,600)
NET BALANCE DUE	**170,500**
TOTAL QUOTE PRICE	**170,500**

Buy out Rental

☐ CATERPILLAR EQUIPMENT WARRANTY INITIAL

The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including experation date where necessary:

☐ USED EQUIPMENT WARRANTY INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

YANCEY

ORDER RECEIVED BY Callaway, Rick
REPRESENTATIVE

PURCHASER

APPROVED AND ACCEPTED ON

AUGUSTA, GEORGIA
PURCHASER

BY
CustomerSign

TERMS AND CONDITIONS

YANCEY CAT

Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE

SOLD TO				SHIP TO
PURCHASER	AUGUSTA, GEORGIA			
STREET ADDRESS	530 GREENE ST PURCHASING DEPT ROOM 105			<SAME>
CITY/STATE	AUGUSTA, GA	COUNTY	RICHMOND	
POSTAL CODE	30911-4406	PHONE NO.	706-821-2334	
CUSTOMER CONTACT: EQUIPMENT	MR ROD ROBINSON			
CUSTOMER CONTACT: PRODUCT SUPPORT	MR ROD ROBINSON			
INDUSTRY CODE:	LOCAL GOVERNMENT (GV93)	PRINCIPAL WORK CODE	LANDFILL OPERATION (920)	F.O.B. AT:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	QUOTE NO	CUSTOMER PO NUMBER
901240	N/A	294385	

PAYMENT TERMS:

TERMS			
NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	NEGOTIATED TERMS ☐ INITIAL	FINANCIAL SERVICES ☐ CSC ☐ LEASE

CASH WITH ORDER	0	BALANCE TO FINANCE	0	CONTRACT INTEREST RATE	0		
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR, INC. MODEL: 730 WT YEAR: 2014

STOCK NUMBER: UP15441 SERIAL NUMBER: 0TFF00538

CAB,AC 6K GALLON TANK,YCU,9/25 1025

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	287,700
NET BALANCE DUE	**287,700**
TOTAL QUOTE PRICE	**287,700**

☐ CATERPILLAR EQUIPMENT WARRANTY INITIAL

The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including experation date where necessary:

☐ USED EQUIPMENT WARRANTY INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

YANCEY

ORDER RECEIVED BY Callaway, Rick
REPRESENTATIVE

PURCHASER

APPROVED AND ACCEPTED ON _____

AUGUSTA, GEORGIA
PURCHASER

BY _____
CustomerSign

TERMS AND CONDITIONS

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Rush Truck Center, Augusta Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. 2026 HV507 SFA (HV507) Service Truck

Rush Truck Center is the selected vendor for the listed equipment for the following reasons. Augusta Solid Waste is in need of Service truck to complete daily task of maintenance support on the landfill and off site maintenance recovery. Rush Truck who is the builder of International Trucks was the only vendor that was able to provide the best ride height to navigate rough and changing terrain on the landfill. The selected equipment will be used to maintain and repair on-field and off site machines and vehicles.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

INTERNATIONAL

Fuel truck

August 14, 2025

Prepared For:
AUGUSTA-RICHMOND COUNTY SOLID WASTE DIVISION
Lawoun Howard
4330 Deans Bridge Rd.
Blythe, GA 30805-3510
(706)325 - 3084
Reference ID: N/A

Presented By:
RUSH TRUCK CENTERS OF GA
Mike Stevenson
2560 MORELAND AVE SE
ATLANTA GA 30315 -
(404)622-1921

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Fuel and Lube Truck
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 140000 Calc. Start / Grade Ability: 48.79% / 2.63% @ 55 MPH Calc. Geared Speed: 81.1 MPH
DIMENSION:	Wheelbase: 219.00, CA: 150.00, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins X15 450V} Productivity Series, EPA 2024, 450HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 461 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4700 RDS} 6th Generation Controls, 7 Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway, with Two Speed Reverse
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R24.5 Load Range H G182 RSD (GOODYEAR), 473 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 13.025" x 3.687" x 0.312" (330.8mm x 93.6mm x 7.9mm), 518.0" (13157.2mm) OAL
PAINT:	Cab schematic 100LZ Location 1: 9351, Wht Non Reflective (Nrf) Chassis schematic N/A

Code	Description
HX62000	Base Chassis, Model HX620 SBA with 219.00 Wheelbase, 150.00 CA, and 71.00 Axle to Frame.

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION 6x4 Notes : Pricing may change if axle configuration is changed.

ENGINE

12EWX	ENGINE, DIESEL {Cummins X15 450V} Productivity Series, EPA 2024, 450HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 461 Peak HP (Max)
12VJZ	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler Includes : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System

TRANSMISSION

13BES	TRANSMISSION, AUTOMATIC {Allison 4700 RDS} 6th Generation Controls, 7 Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway, with Two Speed Reverse

Code	Description
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
13WEH	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch
13WCU	OIL COOLER, TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder, for Automatic Transmission
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.89 Notes : Axle Lead Time is 45 Days
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14862	PDL WARNING BUZZER Power Divider Lock
14AJX	SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle
14WBS	TRANSVERSE TORQUE RODS {Clevite} Standard, Transverse Rod Only

FRONT AXLES

2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

FRONT SUSPENSIONS

3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers
3772	SHOCK ABSORBERS, FRONT for Suspensions 20,000-lb Capacity and Above

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab Includes : CAB REAR SUSPENSION Air : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

Code	Description
	: CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : FLOOR COVERING Rubber, Black : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : READING LIGHT, CAB Located in Overhead Console : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster Includes : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HLR	VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16HLW	VIRTUAL GAUGE, OIL TEMP, ENG Requires Premium Cluster
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16GHY	GRAB HANDLE, CAB INTERIOR (2) Chrome, B-pillar
16XJP	INSTRUMENT PANEL Wing Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16XRX	MODESTY PANEL Painted
16VLV	MONITOR, TIRE PRESSURE Omit

Code	Description
16LWK	SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Vinyl, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1GDS	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 13.025" x 3.687" x 0.312" (330.8mm x 93.6mm x 7.9mm), 518.0" (13157.2mm) OAL
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
29AEM	BRAKE DRUMS, FRONT {Webb} Cast HD, Size 16.5" x 6"
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

Code	Description
4LGR	SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks

STEERING

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGX	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEMS

7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7BEU	AFTERTREATMENT COVER Aluminum
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WAZ	TAIL PIPE (1) Turnback Type

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8RPP	ANTENNA Shark Fin, Roof Mounted
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

Code	Description
8RJW	CB RADIO Omit Power Feeds, Power Source and Wiring
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XNY	HEADLIGHTS Halogen
8653	HORN, AIR Single, Located Under Cab
8VAY	HORN, ELECTRIC Disc Style
8RMX	RADIO Omit, Includes Wiring and Antenna
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8WEZ	TURN SIGNAL SWITCH Self-Canceling

FRONT END

9ASE	FRONT END Tilting, Composite
9585	FENDER EXTENSIONS Rubber
9HCL	GRILLE Black Vertical Accent Bars, with Black Mesh
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10661	PAINT, NON-REFLECTING Non-Reflecting Paint

FUEL TANKS

15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled
15LPW	FUEL/WATER SEPARATOR {Davco 386} with ESOC Fittings, Includes Water-In-Fuel Sensor

WHEELS, TIRES - FRONT

27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

WHEELS, TIRES - REAR

28DWK	WHEELS, REAR {Accuride 42362} DUAL DISC; 24.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Aluminum Hubs

Code	Description
7384220121	(8) TIRE, REAR 11R24.5 Load Range H G182 RSD (GOODYEAR), 473 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

29BAG	WHEEL, REAR, IDENTITY Replace Inner Aluminum Wheels on Rear Duals with the Equivalent Steel Wheels - For Use with Hub Piloted Wheels Only
	Services Section:

WARRANTY

40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
1	TPL Lube Body w/Enclosed Reel Compartment; 16' Flatbed w/Rear Reel Compartment, Drivers Side Flip Down

INTERNATIONAL

Financial Summary
2026 HX620 SBA (HX620)

August 14, 2025

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$322,918.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$322,918.00
Total Freight:		$6,300.00
Total Factory List Price Including Freight:		$329,218.00
Less Customer Allowance:		($146,812.79)
Total Vehicle Price:		$182,405.21
Total Body/Allied Equipment:		$167,737.00
Total Sale Price:		$350,142.21
Total Per Vehicle Sales Price:		$350,142.21
Net Sales Price:		$350,142.21

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

_____
Official Title and Date

_____
Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
Authorized Signature and Date

_____
Official Title and Date

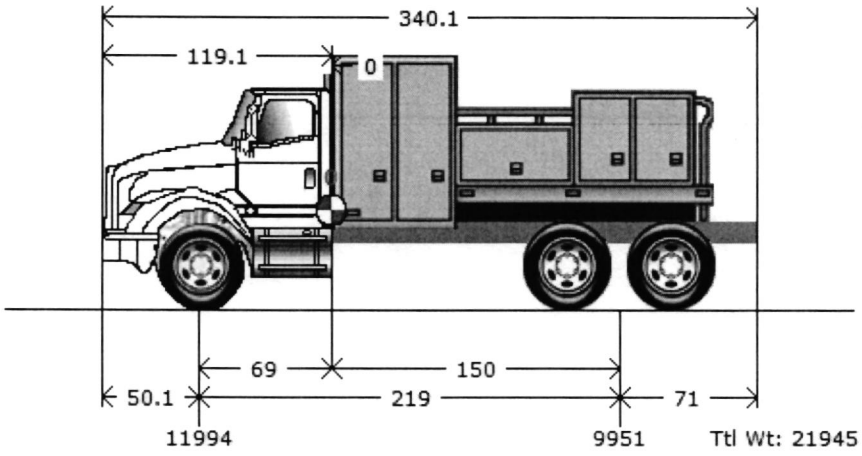
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

INTERNATIONAL

Weight Summary
2026 HX620 SBA (HX620)

August 14, 2025



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck		
Bumper to Axle	(BA)	50.1
Wheelbase	(WB)	219.00
Axle to Frame	(AF)	71.00
Axle to Back Cab	(ABC)	69
Cab to Axle	(CA)	150
Usable CA		150
CA Reduction Adjustment		0.00
Fuel-Diesel(Gals)		0
DEF(Gals)		0

Body/Trailer		
Body Length	(BL)	199

Chassis/Empty Weights	
Tractor Front Axle:	11,648
Tractor Rear Axle:	8,797

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	11,994
Total Rear Axle:	9,951
Total Weight:	21,945

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

INTERNATIONAL

Weight Summary
2026 HX620 SBA (HX620)

August 14, 2025

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	11,648	8,797	**20,445**
Fuel:	0	0	**0**
DEF:	0	0	**0**
Empty Body:	346	1,154	**1,500**
(Curb Weight):	**11,994**	**9,951**	**21,945**
Loads			
Payloads:	0	0	**0**
Driver:	0	0	**0**
Axle Totals (Gross Weight):	**11,994**	**9,951**	**21,945**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	52,880
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	21,945	51,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 21,945 = 44,055 Reserves

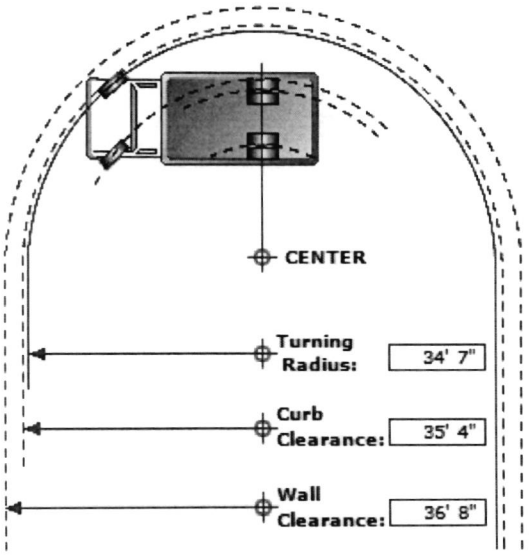
Weight Summary

* Distributed weights are within capacity limits

INTERNATIONAL

Turning Radius Summary
2026 HX620 SBA (HX620)

August 14, 2025



Series:	HX
Model:	HX620
Description:	HX620 SBA
Model Year:	2026

Calculation Factors

Wheelbase:	219
Front Axle:	0002ARY
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
Front Wheel:	0027DHK
Description:	WHEELS, FRONT, DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
Front Tire:	07752665441
Description:	TIRES, 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
Steering Gear:	0005PTB
Description:	STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

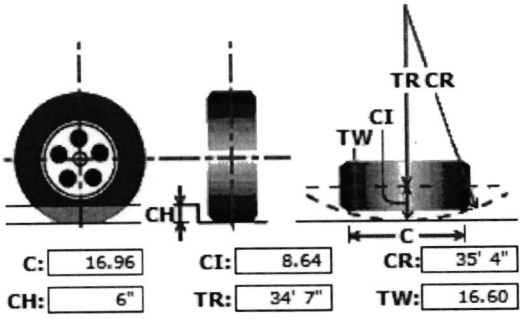
Turning Radius Statistics

General Information

Inside Turn Angle:	40 Degrees
Radial Overhang:	24.5

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	71



Turning Radius - Curb View

C	- Curb Contact Length:	16.96
CI	- Curb Clearance Increment:	8.64
CR	- Curb Clearance Radius:	35'4"
CH	- Curb Height:	6"
TR	- Turning Radius:	34'7"
TW	- Tire Width:	16.60

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Fuel truck

TRUCK BODIES

Transport Equipment Co.
3416 Sylvester Rd,
Albany, GA 31705

QUOTATION

Hydraulic Pumps

To:	Rush Truck Centers North	**Invoice #**	**Date:**
		Quote # 08055DD-05	**Date:**
		Proposal Date:	8/5/2025
		Scheduled Delivery Date:	
Attn:	Mike Stevenson	**Customer P.O. #**	
Phone #	678-708-1578	**Terms:** Net on Delivery	
E-mail:	678-578-1625		
E-mail:	stevensonm@rushenterprises.com		
Make	Model	VIN#	
PTO	CT 148 - 150"	Body #	

We reserve the right to correct any error in price or specification. Prices and specifications subject to change without notice.

1		**TPL Lube Body w/Enclosed Reel Compartment;**		$ 161,262.00
		16' Flatbed w/Rear Reel Compartment, Drivers Side Flip Down		
		Ladder for Bed Access & Billboard Sides		
	Fuel	1250 Galon Semi Elliptical Tank		
		1 1/2" x 50' Air Rewind High Speed Delivery Reel		
		1" x 50' Fuel Reel w/Hose & 7H Nozzle		
		1" Tuthill Fuel Meter		
		1 1/2" Hydraulic Operated Fuel Pump		
		1 - 7H Fuel Nozzle		
	Waste Oil	1 - 250 Gallon Steel Waste Oil Tank		
		1" Hydraulic Driven Pump		
		1" x 30' Alemite Waste Oil Reel		
		1 - 4-Way Valve		
	Oil Systems	4 - 85 Gallon Steel Oil Tank		
		4 - 1:1 Hydraulic Driven Gear Pump w/Hyd TPL Solenoids		
		4 - Graco Mechanical Oil Meters		
		4 - NPN Ball Valves & Nipples		
		4 - 1/2" x 50' Alemite Oil Reels		
	DEF System	1 - 45 Gallon Stainless Steel DEF Tank		
		1 - 3/8" Air Operated DEF Pump		
		1 - DEF 50' Hose Reel		
		1 - Heated & Insulated Tank		
		1 - Nozzle w/Swivel		
		1 - NPN Stainless & Poly Conn Hose Kit		
	Antifreeze	1- 45 Gallon Stainless Steel Tank		
	Systems	1 - 3/8" Air Operated Pump		
		1 - Alemite 3/8" x 50' Reel		
		1 - Co7 Regulator		

		1 NPN Conn Hose Kit		
		1 - 180685 Water Bibb		
	Grease System	400# Gease System		
		1 - Air Operated 70:1 Grease Pump		
		1 - Tie Down Kit		
		1 - Heated Grease Base		
		1 -Insulated Blanket		
		1 - Alemite 3/8" x 50' Hose Reel		
		1 - 6320 control Valve w/Swivel		
	Air System	1 - VMAC 42 CFM Rotary Screw Air Compressor		
		1 - NPN Air Manifold Kit		
		1 -1/2" x 50' Alemite Hose Reel		
	Lighting	4 - LED Spot Lights Mounted Reel Compartment		
		1 - Rear Observation Camera		
		4 - 4100 Lumen LED Scene Lights - Mounted Each Side of Reel Compartment		
		1 - Rechargeable Drop Light at Rear of Truck		
		4 - LED Clear/Amber Strobes (2) Front & (2) Rear		
	Storage	1 - Tool Boxed Mounted in Rear Compartment		
		1 - Used Filter Drain w/Waste Oil Suction		
		2 - Above body Storage Boxes		
		4 - Underbody Storage Boxes		
		1 - Catch Pan Storage Boxes, On Each Side of Reel Compartment		
	Jump Start	**Vanair Super Boost-All 12/24V Jump Start**		
		2 - Type 31 Batteries in Battery Box		
		25' Long 2 GA Jump Start Cables w/400 AMP Clamps		
		CAT Jump Adapter		TBD
	Pressure	3500PSI Hydraulic Pressure Washer with Wand & Assorted Tips		$ 6,475.00
	Washer	60 Gallon Water Tank		
	Chassis	Customer Supplied		
		F.O.B. Augusta		

Due to Unforeseen Vendor Price Increases, We Reserve the Right to Adjust Pricing at Time of Invoicing.

Price:	$ 167,737.00
State Tax:	
Invoice Total:	$ 167,737.00

Customer: Augusta - Richmond County **David Dowdy**

Email
info@transportequipmentco.com

Website:
https://transportequipmentco.com

Phone
229-435-0254
800-672-0689

Address
3416 Sylvester Road
Albany, GA 31705

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Rush Truck Center, Augusta Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. 2026 HX620 SBA (HX620) Fuel and Lube Truck

Rush Truck Center is the selected vendor for the listed equipment for the following reasons. Augusta Solid Waste is in need of Fuel/Lube truck to complete daily task of maintenance support on the landfill which includes fueling, lubing, and other maintenance requirements which takes place multiple times during the day. The vendor was selected due to the understanding of multiple and several different types of components used to service all heavy equipment and machines on landfill. Rush Truck who is the builder of International Trucks was the only vendor that was able to provide complete support kits to service all machine needs to include the heavy frame and chassis with great ride height to navigate rough and changing terrain on the landfill. The selected equipment will be used to maintain and stay in compliance with both local and federal EPA regulations in support of landfill operation.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

Service truck

INTERNATIONAL

August 14, 2025

Prepared For:
AUGUSTA-RICHMOND COUNTY SOLID WASTE DIVISION
Lawoun Howard
4330 Deans Bridge Rd.
Blythe, GA 30805-3510
(706)325 - 3084
Reference ID: N/A

Presented By:
RUSH TRUCK CENTERS OF GA
Mike Stevenson
2560 MORELAND AVE SE
ATLANTA GA 30315 -
(404)622-1921

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	4X4
APPLICATION:	Service Body
MISSION:	Requested GVWR: 33000. Calc. GVWR: 31000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 0.00% / 4.17% @ 55 MPH Calc. Geared Speed: 67.2 MPH
DIMENSION:	Wheelbase: 165.00, CA: 90.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT DRIVING:	{Meritor MX-10-120 EVO} Single Reduction, 10,000-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Meritor RS-21-160} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
TIRE, REAR:	(4) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WK Location 1: 9351, Wht Non Reflective (Nrf) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 165.00 Wheelbase, 90.00 CA, and 65.00 Axle to Frame.

AXLE CONFIGURATION

1ANB	AXLE CONFIGURATION 4x4
	Notes : Pricing may change if axle configuration is changed.

ENGINE

12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
12UYH	RADIATOR Aluminum, Cross Flow, Front to Back System, 1469 SqIn, with 1172 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12VBC	AIR CLEANER Single Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12926	RADIATOR HOSES Silicone; Molded
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab

Code	Description
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WGJ	OIL COOLER, TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13TLW	TRANSFER CASE {Meritor NGTC-4210} 2-Speed, 10,000 lb-ft Torque Rating, with PTO Provision, PTO Not Installed, Electric Over Air Control, with Lube Pump, with Temperature Provision
13WDB	TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

14ATG	AXLE, REAR, SINGLE {Meritor RS-21-160} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
14WAP	SHOCK ABSORBERS, REAR (2)
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

FRONT AXLES

2EZY	AXLE, FRONT DRIVING {Meritor MX-10-120 EVO} Single Reduction, 10,000-lb Capacity, with Hub Piloted Wheel Mounting Notes : Axle Lead Time is 90 Days
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints

FRONT SUSPENSIONS

3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster

Code	Description
16WBY	ARM REST, RIGHT, DRIVER SEAT
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16XJW	CAB INTERIOR TRIM BACK PANEL Vinyl, for Day Cab
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")
16WSK	CAB REAR SUSPENSION Air Bag Type
16XXC	COWL TRAY LID
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HMH	TRANSFER CASE OIL TEMPERATURE Warning Light Indicator, Mounted on Dash, Will Turn On When Oil is Hot, Audible Alarm to Alert Driver to Disengage Front Axle and Stop Vehicle to Cool Off
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16975	HEATER HOSES Silicone
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VLV	MONITOR, TIRE PRESSURE Omit
16VCC	SEAT BELT All Orange; 1 to 3

Code	Description
16KBZ	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolated, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust, Bellows
16PJV	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Cloth, with Under Seat Storage
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1WAC	BUMPER EXTENSION, FRONT 4.0"
1LRT	BUMPER, FRONT Swept Back 15-Degrees, Steel, Painted Black, with Headlight Provision, Heavy Duty
1570	TOW HOOK, FRONT (2) Frame Mounted
1WGE	WHEELBASE RANGE 148" (375cm) Through and Including 179" (455cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4ETD	BRAKE CHAMBERS, FRONT AXLE {MGM} 20 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4XEJ	BRAKE ANCHOR PINS, FRONT Zinc Chromate, for use with Front Meritor Air S-Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4XEK	BRAKE ANCHOR PINS, REAR Zinc Chromate, for use with Rear Meritor Air S-Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4ERD	BRAKE CHAMBERS, POSITION Rotated Forward and Up For Maximum Ground Clearance with 4x4
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4VGG	AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting

Code	Description
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DHJ	DRIVELINE SYSTEM {Dana Spicer} SPL140 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4

EXHAUST SYSTEMS

7BMA	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive
7BEV	AFTERTREATMENT COVER Steel, Black
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WCR	EXHAUST HEIGHT 10' 11"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WAZ	TAIL PIPE (1) Turnback Type

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8GHP	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPP	ANTENNA Shark Fin, Roof Mounted
8THB	BACK-UP ALARM Electric, 102 dBA
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

Code	Description
8WGU	BATTERY BOX COVER Aluminum
8WYU	BATTERY BOX MODIFICATION Rubber Pad Added Inside Bottom of Battery Box
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XNY	HEADLIGHTS Halogen
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WBW	JUMP START STUD 12V, Remote Mounted
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8THM	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite Super 40} Less Power Module, Includes License Plate Light, with Separate Rear Reflectors, Less Rubber Mount
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

FRONT END

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
9585	FENDER EXTENSIONS Rubber
9HBM	GRILLE Stationary, Chrome
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

Code	Description
SPEEDOMETER, TOOLS, MISC	
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys
10BAE	LABEL, DEF "DEF ONLY"
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WCY	SAFETY TRIANGLES
10661	PAINT, NON-REFLECTING Non-Reflecting Paint
FUEL TANKS	
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNG	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
WHEELS, TIRES - FRONT	
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
7382135440	(2) TIRE, FRONT 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
WHEELS, TIRES - REAR	
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
7382135440	(4) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
WHEELS MISC OPTIONS	
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
	Services Section:
WARRANTY	
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	IMT Crane Service Body

INTERNATIONAL

Financial Summary
2026 HV507 SFA (HV507)

August 14, 2025

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$188,428.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$188,428.00
Total Freight:		$6,300.00
Total Factory List Price Including Freight:		$194,728.00
Less Customer Allowance:		($52,441.71)
Total Vehicle Price:		$142,286.29
Total Body/Allied Equipment:		$150,015.00
Total Sale Price:		$292,301.29
Total Per Vehicle Sales Price:		$292,301.29
Net Sales Price:		$292,301.29

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

INTERNATIONAL

Weight Summary
2026 HV507 SFA (HV507)

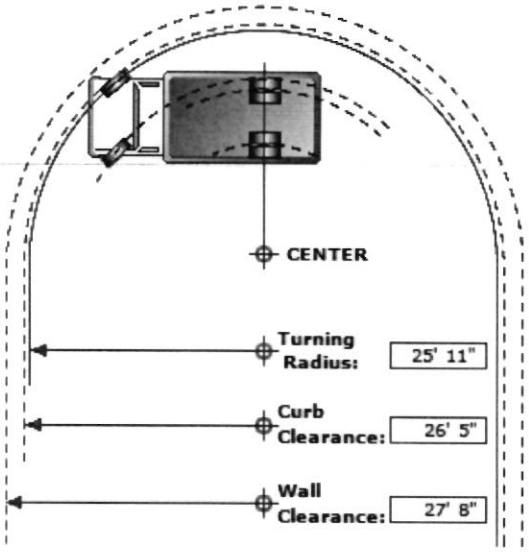
August 14, 2025

There is no weight study for this proposal.

INTERNATIONAL

Turning Radius Summary
2026 HV507 SFA (HV507)

August 14, 2025



Series:	HV
Model:	HV507
Description:	HV507 SFA
Model Year:	2026

Calculation Factors

Wheelbase:	165
Front Axle:	0002EZY
Description:	AXLE, FRONT DRIVING, {Meritor MX-10-120 EVO} Single Reduction, 10,000-lb Capacity, with Hub Piloted Wheel Mounting
Front Wheel:	0027DTT
Description:	WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
Front Tire:	07382135440
Description:	TIRES, 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
Steering Gear:	0005PSA
Description:	STEERING GEAR, {Sheppard M100} Power

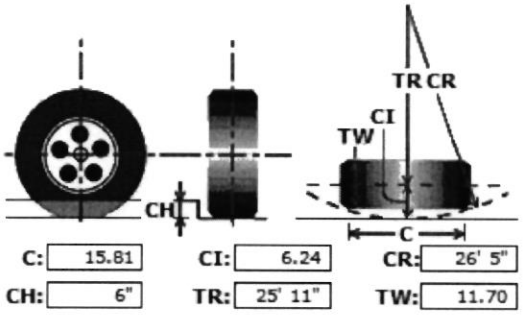
Turning Radius Statistics

General Information

Inside Turn Angle:	42 Degrees
Radial Overhang:	21

Axle Information

KingPin Inclination:	7 Degrees
KingPin Center:	68.9



Turning Radius - Curb View

C	- Curb Contact Length:	15.81
CI	- Curb Clearance Increment:	6.24
CR	- Curb Clearance Radius:	26'5"
CH	- Curb Height:	6"
TR	- Turning Radius:	25'11"
TW	- Tire Width:	11.70

* All Measurements are in inches, unless otherwise specified.

INTERNATIONAL

Turning Radius Summary
2026 HV507 SFA (HV507)

August 14, 2025

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Service truck

TRUCK BODIES

Transport Equipment Co.
3416 Sylvester Rd,
Albany, GA 31705

Quotation

To: **Rush Truck Centers North**

Attn: Mike Stevenson
Phone # 678-708-1578
Cell # 678-578-1625
E-mail: stevensonm@rushenterprises.com

Invoice # _____ **Date:** _____
Quote # 08055DD-03 **Date:** _____
Proposal Date: 8/5/2025
Scheduled Delivery Date: _____
Customer P.O. # _____
Terms: Net 10 Days

PTO WB CA 90"

We reserve the right to correct any error in price or specification. Prices and specifications subject to change without notice.

Body	**IMT Dominator II - 11' Heavy Duty Crane Body: Series 4**	**$ 141,950.00**
	52" High x 22" Deep Compartments	
	Right Front 1st & 2nd Compartment Raised to 60"	
Interior		
LSV1	Drawer Unit 26" Wide x 41" H (2) 5", (1) 7", (5) 3" Painted White	
LSV2	16 Drawer Bolt Binn	
LS HORIZONTAL	1 - Shelf Kit 1.50"	
LS REAR	**2 - Reelcraft TW7000 Welding Reels w/50' Cable**	**$ 3,778.00**
RSV1	2 - Bottle Holder w/Divider & 3 Shelves 17.5" Wide x 18.5" Deep	
RSV2	3 - Adjustable Shelves	
RSV3	3 - Adjustable Shelves	
RS HORIZONTAL	1 - Shelf Kit 1.50"	
	LED Interior Compartment Lights, Installed (Strip Lights)	
	Master Locks, Stainless Steel, Installed	
Exterior	Full Hydraulic Rear Outriggers; Power Out/Power Up & Down	
	Right Hand & Left Hand Manual Drop Down Outriggers on Front of Body	
	25in Work Bench Style Bumper w/Thru Compartment; 5/16" Plate Work Surface	
	Slide Out Step @ Left Side of Bumper	
	1/2" x 12" x 12" Vise Plate RR Corner of Bumper	
	Handrail Kit at Rear of Body	
Hitch	7 Way RV Style Trailer Plug Installed	
	2" Receiver Hitch	
Cab Protector	Headache Rack /Light Bar	
Work Lights	Flood Light Kit, Installed (2 - Rear & 2 - @ Front of Body)	
	10" Black Tailgate	
	50" Wide Cargo Area w/6 Recessed Tie Downs	
	Wheel Chock Holders Street (Drivers) Side w/2 Chock Blocks	
Paint	IMT White N0006	
	Zolatone Interior Paint	
Bedliner	(Axalta) Cargo Area, Workbench Surface, & Load bed Side of Tailgate	
Crane	**IMT Model 10000 Series Telescopic Field Service Crane;**	
	10,000 Pounds Maximum Capacity, 400 Degree Rotation	
	Single Proportional Radio Remote Control, Includes Radio Elimination Cable	
	Planetary Winch	
	Automatic Overload Shut Down System	

	CMD CTRL	
	Boom Extends to 25'	
	LED Boom Tip Lights	
	Boom Support	
	Painted White IMT N0006	
ENPAK	**ENPAK Model A60GBHW MECHANIC SERIES; Located on Left Front**	
	ENPAK Mounting Bracket	
	20 Gallon Hydraulic Reservoir	
	Kubota D902T Diesel Engine (3) Year Warranty	
	Rotary Screw Air Compressor - 60 CFM; 175 PSI Max	
	22.5 Gallon Under Deck Air Receiver Tank	
	1/2" x 50' Reelcraft Hose Reel w/ Poly Guide	
	1/2" Filter/Regulator/Lubricator (Parker)	
	3/4" Unregulated Air Discharge @ Rear w/Ball Valve Shut-off	
	Hydraulic Pump Max 16 GPM (Open Center); Max Pressure 3000 PSI	
	Generator 7000 Watts Continuous	
	Battery Charge/Crank Assist 12/24V, 150 A Charge, 300 A Crank	
	325 AMP Weld @ 30V, 100% Duty Cycle	
	Ready to Work Package	
	Auxiliary Remote Power Panel (2 -120V Receptacle with	
	Circuit Breakers and 1 - 120/240V 50 AMP Recept	
	Battery Charge/Jump Cables	
	50' Weld Cables w/Electrode Holder and Work Clamp	
	ENPAK Control Panel in Crane Compartment	
Inverter	2500 Watt Modified Sine Wave Inverter; Mounted in LSV1	
	120V Receptacle in Cab (GFCI)- Power Strip in Compartment w/Inverter	
	200 AMP Fuse, Remote On/Off Switch in Cab	
Warning	Whelen 16" Mini Century Amber Light Bar; Mounted on Body Light Bar	
Lights	4 - Programable LED Clear Flashers; 2 - in Grill & 2 on Rear of Body	
	1 - Whelen 60" Justice Light Bar	
Winch	**Ramsey Patriot 15000 - 12 Volt Planetary Winch**	$ 4,287.00
	90' - 7/16" Cable, Remote Control Pendant	
	Roller Fair Lead - Installed Behind Front Bumper	
Additional	2.5# ABC Fire Extinguisher w/Metal Mount - Floor Mounted in Cab	
Items	Triangle Reflector Kit Mounted Behind Passenger Seat	
	Mud Flap Brackets	
	12 VDC Backup Alarm	
	Additional Leaf Springs or Blocks to Level Body	
	F.O.B. Augusta GA	

Invoice Total: $ 150,015.00

Customer: _____ **David Dowdy**

Email
info@transportequipmentco.com

Website:
https://transportequipmentco.com

Phone
229-435-0254
800-672-0689

Address
3416 Sylvester Road
Albany, GA 31705

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Memo for Purchase**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. PMNG 8 HE 115V CSA Nitrogen fire suppression system

Quincy Compressor is the selected vendor for replacement of nitrogen system unit that supports the maintenance shop. Current system has been inoperable and needs replacing. Quincy is currently the supplier/service carrier of our current nitrogen systems that are installed in the maintenance shop which works with new compressor system which was installed and managed by Quincy compressor.

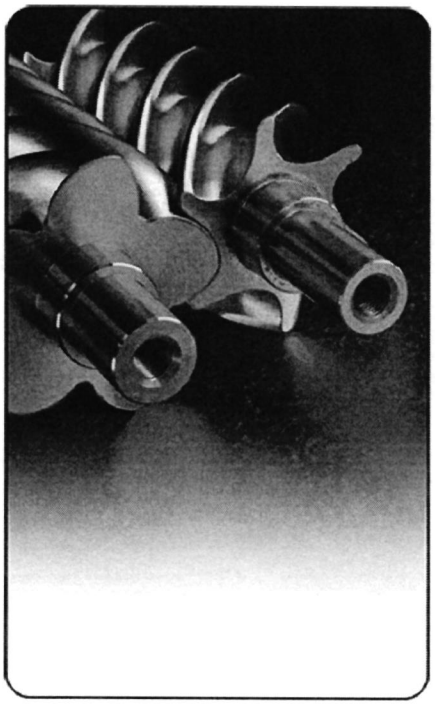
Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

LH

Attachment

Cc: File
LaWoun Howard
Maintenance Shop Manager

Quincy
COMPRESSOR



PROPOSAL FOR
Augusta Solid Waste
ATTN:LaWoun Howard
4330 Deans Bridge Road
Blythe, Georgia 30805
L.Howard@augusta.gov

PROPOSAL PROVIDED BY
Quincy Compressor
Quincy Compressor
14500 Lochridge Blvd
Suite A-C
Covington, Ga 30014

PROPOSAL PREPARED BY
Kenneth Farrow
Cell: Office: 4706876359
kenneth.farrow@quincycompressor.com

PROPOSAL NUMBER
BMA-1023741

DATE
August 5, 2025



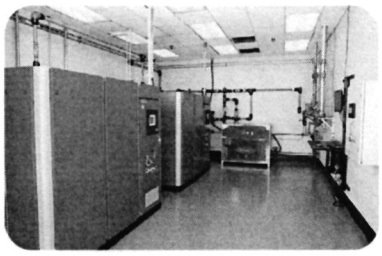
MEET A LEGEND



PERFORMANCE YOU DEMAND. RELIABILITY YOU TRUST.

WITH A SOLID INDUSTRY REPUTATION, HIGH QUALITY PRODUCTS, DEDICATED EMPLOYEES, KNOWLEDGEABLE DISTRIBUTOR NETWORK AND GENERATIONS OF LOYAL CUSTOMERS, IT'S UNDENIABLE THAT QUINCY COMPRESSOR MANUFACTURES AMONGTHE WORLD'S FINEST AIR COMPRESSORS.

Established in 1920, Quincy is a leading designer and manufacturer of reciprocating and rotary screw air compressors, vacuum pumps and a full line of air treatment components.



Learn more online at
www.quincycompressor.com
and our video gallery at
www.youtube.com/user/QuincyComp

Quincy Appears in Multiple Markets

Headquartered in Bay Minette, Alabama, Quincy serves an array of markets with a broad range of high performing products. A global network of expert channel partners provide customers with sales and service solutions designed to resolve the most difficult compressed air challenges.

Products and Services

- Rotary screw and reciprocating air compressors and vacuum pumps, ranging from one-third to 350 horsepower.
- The company supplies more than 12,000 parts and accessories and can deliver within 24 hours from its centralized warehouse.



PMNG 8 HE 115V CSA



Image for reference only

Technical Information:

Purity Range
95-99.5%

Nitrogen Delivery (CFM)
8.5 - 29

Air Consumption (CFM)
36.0 - 58.0

Max Inlet Pressure (PSIG)
188

Weight:
553.5 lb.

Dimensions:
32.3x30.4x82.3 in.

Product Description:

With the PMNG HE, on-site nitrogen production becomes exceptionally convenient and cost-efficient. A true all-in-one solution, the PMNG HE is ready to go the minute you connect it to your compressor. You don't even need additional process vessels or filtration. You save on floor space too, as the compact and quiet unit can be installed at the point of use. And its 35% on average lower energy use reduces your operational costs and environmental impact.



Key Features & Benefits:

• Reduced air consumption by 35% on average (up to 51%) versus other membrane generators • More flow in the same compact footprint • All-in-one plug & play solution • Very low sound levels • Instant purity selection between 95% and 99.5%







QCF 85 ' Compressed Air Filter



Image for reference only

Technical Information:

Available Flow (Capacity):
85 CFM @ 100 PSIG

In/Out Connection:
3/4 inch NPT

Drain Type:
Float-Style Automatic

Filter Rating:
0.01 micron, 0.01 PPM, 8000 HRS

Weight:
3.7 lbs

Dimensions:
5.0 x 5.0 x 11.2 inches

Product Description:

The QCF is a polishing coalescer for removal of fine solid particles, water, and oil aerosol. The QCF is ISO 8573 compliant and will reduce the contamination level of the compressed air to 0.01 PPM by weight and is DOP rated at 99.999% efficient down to 0.01 micron.



Key Features & Benefits:

- 8000 hour elements
- 10 Year aluminum housing warranty
- Push-fit proprietary element
- Low 1.2 psi pressure loss
- Dead-stop head-to-bowl connection that ensures safe closure
- Auto float drain standard
- QCF6-15 â€" No Indicator
- QCF25-50 â€" Pop-Up Indicator
- QCF70-1500 â€" Differential Pressure Gauge







T400V-165 Air Receiver Tank

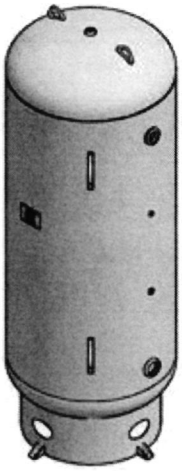


Image for reference only

Technical Information:

Capacity:
400 GAL

Maximum Pressure:
165 PSIG

Arrangement:
Vertical

Weight:
717 lbs

Dimensions:
36 x 36 x 93 inches







Option A Summary

Quote #: BMA-1023741 -

All amounts are displayed in USD

Item	Product Description	Qty	Unit Price Ea	Ext Price
1	PMNG 8 HE 115V CSA	1	$26,332.66	$26,332.66
	Membrane Technology		✓	
	Purelogic Controller for Optimal Control and Monitoring		✓	
	95 - 99.5% Purity		✓	
	Max Inlet Pressure 188psi		✓	
	Guaranteed Purity Controller		✓	
2	QCF 85 ' Compressed Air Filter	1	$400.11	$400.11
	None		✓	
	Automatic Float Drain		✓	
	Differential Pressure Gauge		✓	
	Die Cast Aluminum Housing		✓	
	ISO Quality		✓	
3	T400V-165 Air Receiver Tank	1	$3,390.78	$3,390.78
	Capacity: 400 gal		✓	
	Maximum Pressure: 165 PSIG		✓	
	Arrangement: Vertical		✓	
	Exterior Enamel Coat		$635.32	$635.32
	Total	**1**	**$4,026.10**	**$4,026.10**
4	2013100934 - Pressure Relief Valve and Gauge Kit	1	$134.03	$134.03
5	FACTORY STARTUP & COMMISIONING	1	$1,800.00	$1,800.00
6	VT-2 CARBON TOWER	1	$2,390.00	$2,390.00
7	Install and piping run into the shop with one drop in the shop.	1	$7,500.00	$7,500.00
8	freight	1	$1,465.77	$1,465.77

Total for Option A: $44,048.67

Plus applicable sales taxes and freight

Lead Time : TBD

Payment Terms	:	NET 30
FOB	:	Bay Minette, AL
Freight Terms	:	Prepay & Add

Terms & Conditions of Sale (Products)

1. General. "Unless otherwise expressly agreed in writing by a duly authorized representative of Quincy Compressor LLC ("Quincy") these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean QuincyAB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Quincy.

2. DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser, Quincy may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Quincy reserves the right to make delivery installments.

3. SECURITY AND RISK OF LOSS - Upon request from Quincy, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Quincy. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

4. PAYMENT – If Purchaser fails to pay any invoice when due, Quincy may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Quincy, constitute a default in addition to all other remedies Quincy may have under these conditions of sale or applicable law. If, in the judgment of Quincy, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Quincy may require payment in advance or cancel any outstanding order, whereupon Quincy shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Quincy is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Quincy by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

5. FORCE MAJEURE – Quincy shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. NEW PRODUCT WARRANTY – Quincy warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Quincy-designed compressor parts and other Products manufactured by Quincy and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Quincy shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Quincy's expense.

Replaced Products become the property of Quincy.

Quincy warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Quincy to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Quincy Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Quincy personnel.

The Quincy warranty does not extend to Products not manufactured by Quincy or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Quincy warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Quincy or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Quincy in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTIABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Quincy in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Quincy shall be to re-perform the services the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Quincy(including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

7. LIMITATION OF LIABILITY – IN NO EVENT SHALL QUINCYBE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Quincy's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Quincy arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

8. PRICES – Prices to the Purchaser shall be the Quincy list price in effect at time of order. Quincy may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter by applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Quincy, its subcontractors or suppliers any such taxes, which Quincy, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

9. INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Quincy and may not, without its consent, be copied or communicated to a third party.

10. PATENT INDEMNITY – Quincy shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Quincy, are not supplied according to Purchaser's detailed design, are used as sold by Quincy. Purchaser shall have made all payments then due hereunder, and Quincy is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Quincy shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Quincy is a contributory infringer. Quincy shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Quincy shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF QUINCYAND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Quincy is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Quincy, Purchaser agrees to indemnify Quincy in the manner and to the extent Quincy indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

11. ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Quincy by a duly authorized representative thereof shall be void.

12.TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Quincy.

13. PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

14. REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Quincy may have under the Uniform Commercial Code or other applicable law.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment of services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

15. Payment. If Buyer fails to pay any invoice when due, Seller may defer deliveries under this or any other contract with Buyer, except upon receipt of satisfactory security for or cash in payment of any such invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. Amounts past due shall bear interest at the lower of the maximum rate allowed by law or one and a half percent (1.5%) per month. Failure on the part of Buyer to pay invoices when due shall, at the option of Seller, constitute a default in addition to all other remedies Seller may have under these Terms and Conditions of Sale, applicable law, and/or in equity. If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Seller may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Seller.For orders under $100,000 the payment terms shall be Net 30 days from date of shipment.

For orders over $100,000 or with lead times greater than six months, the following payment schedule shall apply:
a. 30% of order value 30 days from date of Buyer's purchase order or upon drawing approval.

b. 30% of order value after passage of 1/2 of the time from date of Buyer's order to the originally scheduled delivery to carrier.

c. 40% of order value, net 30 days from date of delivery to carrier.

Seller expressly reserves the right to cease all work on the order if payment is not received in accordance with the payment schedule.

16. Cancellation. 16.1. Each party shall have the right to cancel the order in whole or in part (with immediate effect upon writing or at a later time at the non-breaching party's discretion) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party shall have the right to cancel the order in whole or in part if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Notwithstanding anything else, it is acknowledged that Seller may suspend Seller's performance in whole or in part immediately if Buyer fails to make any payments when due.

16.2. Unless Buyer's cancellation is made pursuant to Section 16.1 above, Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the order (or the part of the order) may be cancelled and Buyer pays cancellation fees in accordance with this Section 16.2. Unless different cancellation fees are specifically agreed to in a Seller-signed cancellation authorization document for the specific Product being cancelled, the cancellation fees shall be as follows:

Cancellation Fees

Orders for engineered Products

A) Prior to release for manufacturing:
*10% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

B) After production has started:
*40% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)
*10% of base Product price

C) After production has been completed:
100% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)
*20% of Product base price

Orders for standard Products

A) After production has started:
*10% of base Product price

B) After production has been completed:
*20% of Product price

Accepted by: _____ **Date:** ___/___/_____ **PO#:** _____

Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.
By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.
Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.
You will immediately notify us in writing of any breach of this statement.
We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.
We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.
The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Memo for Purchase**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. ICON Professional Mechanic Toolbox (Qty 5)

ET Industrial is the selected vendor for purchase of Professional Mechanic Toolboxes that supports the maintenance shop. ET Industrial provided best quality boxes at lower cost than competitors.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

LH
Attachment

Cc: File
LaWoun Howard
Maintenance Shop Manager

ICON 56 in. Professional Top Chest, Red

Add to List

★★★★★ (23)

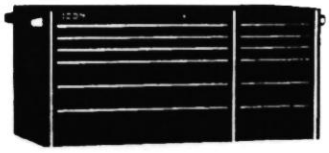
Write a Review

Shop All ICON

Choose Color: Red



This fully modular 56 in. Professional Top Chest is available in 4 colors: Red, Blue, Black, Green. All ICON™ storage comes with free door-to-door delivery and a lifetime warranty - plus, a full line of replacement parts is available Read More



$1299.00 x5 = 6,495

Compare to SNAP-ON KRL791APBO at $6425 **Save $5126**

NO INTEREST. EVER. HARBOR FREIGHT

on Your **0% Interest** Purchase Amount[3]

$55/MO | 24/ Equal Monthly Payments[3]

24-Month / In Store Only Learn More ▸

This fully modular 56 in. Professional Top Chest is available in 4 colors: Red, Blue, Black, Green. All ICON™ storage comes with free door-to-door delivery and a lifetime warranty - plus, a full line of replacement parts is available Read More

Top x5 = 6,495
bottom x5 12,495
18,990.00 Total

Choose Color: Red

In-Store Only

Please visit any store to order for **Free Door-to-Door Delivery**

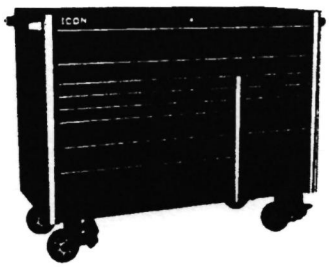
ICON 56 in. x 25 in. Professional Roll Cab, Red

Add to List

★★★★★ (276)

Write a Review

Shop All ICON



Choose Color: Red

This fully modular 56 in. x 25 in. Professional Roll Cab is available in 4 colors: Red, Blue, Black, Green. It comes with free door-to-door delivery and a lifetime warranty. A full line of replacement parts is available. Read More

$2499.00 x 5 = 12,495

Compare to SNAP-ON KRL722CPC at $8150 **Save $5651**

NO INTEREST. EVER. HARBOR FREIGHT on Your **0% Interest** Purchase Amount[3] Learn More

$70/MO | 36/ Equal Monthly Payments[3]

This fully modular 56 in. x 25 in. Professional Roll Cab is available in 4 colors: Red, Blue, Black, Green. It comes with free door-to-door delivery and a lifetime warranty. A full line of replacement parts is available. Read More

Choose Color: Red

In-Store Only

Please visit any store to order for **Free Door-to-Door Delivery**

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **J&B Tractor C.,INC/Kubota Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. RTV-X1140WL-H (Qty 3)

J&B Tractor C.,INC/Kubota is the selected vendor for the listed equipment for the following reasons. J&B is providing the best quality RTV, (Rough Terrain Vehicle), that will transport Operations crew personnel to and from landfill working face. The equipment has better performance in navigating rough terrain which is very common on landfill working face. In long term these RTVs will help to offset light size vehicle repair/replace cost such as F150 and F350 which is currently the primary mode of transportation to working face. In addition RTVs provide better fuel consumption than it's counterparts in the industry. J&B Tractor provided lower cost per unit than other considered vendors.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

J & B TRACTOR CO.

Quote Page 1 of
Quote Number: 900890
Effective Date: 07/15/2025
Valid Through: 07/31/2025

Ship To

Richmond County Landfield
Mr. Howard
GA

Kubota Dealer

J & B Tractor Co., Inc.
3585 Mike Padgett Hwy.
Augusta, GA 30906

Ricky Dixon
Phone: (706) 793-0134
Email:
ricky.dixon@jandbtractor.com

Bill To

Richmond County Landfield
Mr. Howard
GA

RTVX4-SKH-1 - ORANGE, CREW, STANDARD TRIM, HDMP TIRES WITH STEEL WHEELS



Description	Manufacturer	Model #	Qty	Price Each	Total
ORANGE, CREW, STANDARD TRIM, HDMP TIRES WITH STEEL WHEELS	**Kubota**	**RTVX4-SKH-1**	**1**	**$20,501.92**	**$20,501.92**
Folding Windsheild Installed	KUBOTA PARTS	007	1	$525.00	$525.00
Canopy Installed	KUBOTA PARTS	008	1	$975.00	$975.00

Cash Details

Equipment Total	$22,001.92
Additional Charges	$0.00
Cash Incentives	($1,731.92)
Cash Sale Price	**$20,270.00**

X
3

Kubota Disclaimer
Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Ku Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some excep apply. See dealer or go to KubotaUSA.com for more information.

Kubota

V Series

RTVX4-SKH-1

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model Kubota D1105
3 Cyl. 68.5 cu in
+23.3 Gross Eng HP
60 Amp Alternator

TRANSMISSION
VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15mph
High 0 - 25 mph
Reverse 0 - 17mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS
Hydrostatic Power Steering
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY
Fuel Tank 7.9 gal
Cooling 8.6qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

KEY FEATURES
Digital Multi-meter
Speedometer
Front Independent Adjustable Suspension
Rear Independent Adjustable Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench front seats
with driver's side seat adjustment
Rear Bench Seat
Underfrontseat Storage Compartments
Lockable Glove Box
Front Guard (radiator guard and bumper)
Factory Spray-on Bedliner - "L" Models Only

SAFETY EQUIPMENT
SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts
Rear Protection Screen

DIMENSIONS
Width 63.2 in
Height 79.7 in
Length 142.1 in
Wheelbase 98.2 in
Tow Capacity 1300 lbs
Ground Clearance F/R 11.2in / 9.4in
Suspension Travel 8.0 in
Turning Radius 17.1 ft

Orange Protection

It is a true Kubota warranty - an extension of the basic warranty. Backed by the manufacturer.

There is no deductible.

Orange Protection can be financed with the sale of the machine.

Repairs are performed by an Authorized Kubota dealer who will use genuine Kubota parts.

Orange Protection is transferable.

You get comprehensive machine coverage which means peace of mind and protection on your investment.

KTAC

Benefits of a Term Policy through KTAC*:

1. Meets the insurance requirement for Kubota Credit Corporation, U.S.A
2. Original Sales Price Protection for the first 60 months (plus taxes and fees)
3. Lockedin rate for the term of the contract
4. Premium included with retail contract payment
5. Low $250 deductible per occurrence
6. Dedicated claims service

*This is a summary of the Kubota-Endorsed Property Damage Insurance. This information is not a complete description of all terms, conditions, and exclusions applicable. Actual coverage is subject to the language of the policy issued. This policy is underwritten and issued by Ohio Indemnity Company. Policy is offered and valid only to residents located in the fifty states of the United States of America. Policy is not available for U.S. districts and territories, Canada, or Mexico.

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **J&B Tractor Company, Inc/New Holland Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. T6 Tractor T6.180

J&B Tractor is the selected vendor for the listed equipment for following reasons. J&B Tractor provided the best tractor for landscaping operations of the landfill. This item was selected due to the size, function and maneuverability of the machines to perform grounds keeping and assist in daily landfill functions. J&B Tractor was the only vender offering this equipment with a price falling lower than similar equipment from other vendors.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

PRICE LIST A **SOURCEWELL QUOTE SHEET** **1-Nov-2024**

Bill To:	City of Augusta Richmond County landfill		
Ship to:	J&B Tractor Waynesboro		
End User	City of Augusta Richmond County landfill		
End User Contact	John Balkcum	PO#	
Quote#	DM 9/03/2025	Order Date:	
Dealer Contact	Derrick Dixon	Quote Date:	09/03/25
DLR Phone / Fax	7063605487	Requested ship date:	
Dealer Email	Derrick.dixon@Jandbtractor.com	State contract order	
		Sourcewell Member #	
		Quote valid for 30 days	

Shipping Instructions

Please direct questions to:

Ph: 800-843-6849 EXT 3
email all quotes in excel format
to:orders@tigermowers

TRIPLE FLAIL - EXTREME DUTY

Qty	Order Code	Description	Approx. (lbs)	List Price		Sourcewell Price
	Add tractor on next line when required					
1	T6.175 Stage V	Cab FWD with 16 x 16 Electroshift Transmission (14.9XR28/18.4R38)	12555	$182,731	18%	$ 149,839
	HOW TO ORDER:	**You must select one item from Section 1,2 & 3 for a complete Flail Mower.**				
	SECTION 1 - Choose a Base Unit					
1	T3F-HEBT4	Extreme Duty Triple Flail system - 110" Rear Flail (Standard Cut)	1450	$ 62,283	18%	$ 51,072
	T3F-HEBT4	Extreme Duty Triple Flail system - 110" Rear Flail (Smooth Cut)	1450	$ 62,727	18%	$ -
	INCLUDES:	Combo Draft Beam,Tractor Mount Kit and Multi-Valve Cable Control system, Mower Hydraulic Drive System, Mower Hydraulic Cooling System, Front & Rear				
	SECTION 2 - Choose a Right Side Cutter head					
1	TSF-75RED	Flail, RH Side, 75" Cutter Head, STANDARD CUT	1110	$ 20,580	18%	$ 16,876
	TSF-75REDG	Flail, RH Side, 75" Cutter Head, SMOOTH CUT	1110	$ 20,672	18%	$ -
	TSF-90RED	Flail, RH Side, 90" Cutter Head, STANDARD CUT	1215	$ 21,781	18%	$ -
	TSF-90REDG	Flail, RH Side, 90" Cutter Head, SMOOTH CUT	1215	$ 21,881	18%	$ -
	SECTION 3 - Choose a Left Side Cutter head					
1	TSF-75LED	Flail, LH Side, 75" Cutter Head, STANDARD CUT	1110	$ 20,580	18%	$ 16,876
	TSF-75LEDG	Flail, LH Side, 75" Cutter Head, SMOOTH CUT	1110	$ 20,672	18%	$ -
	TSF-90LED	Flail, LH Side, 90" Cutter Head, STANDARD CUT	1215	$ 21,733	18%	$ -
	TSF-90LEDG	Flail, LH Side, 90" Cutter Head, SMOOTH CUT	1215	$ 21,881	18%	$ -
	SECTION 2 - Installation Charge					
1	Factory Mnt	Installation of complete Triple Mower system		$ 11,627	18%	$ 9,534
	Field Mnt	Installation of complete Triple Mower system		$ 11,627	18%	$ -
	SECTION 3 - TRIPLE FLAIL MOWER OPTIONS					
1	Tiltkit	Mower Tilt Stop Switch	4	$ 559	18%	$ 458
	TF3049	Caster Wheel, Per Pair, Rear Flail	108	$ 3,024	18%	$ -
	06200085	Adaptor Kit for 45 degree shield application	12	$ 89	18%	$ -
2	06200072	Deflector Shield 75"	36	$ 418	18%	$ 686
	06200082	Deflector Shield 90"	42	$ 493	18%	$ -
1		Deflector Shield 110"	47	$ 559	18%	$ 458
2	34108	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT	52	$ 452	18%	$ 741
	06744072	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT	45	$ 903	18%	$ -
	34107	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT	59	$ 545	18%	$ -
	06744073	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT	50	$ 1,083	18%	$ -
1	06744078	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT	59	$ 680	18%	$ 558
	06744080	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT	50	$ 1,360	18%	$ -
	ADDITIONAL OPTIONS FROM PRICE LIST					
						$ -
						$ -
						$ -
						$ -
						$ -
	Freight is an estimate only, may change at time of shipment					
	Totals					$ 247,098

TRACTOR INFORMATION REQUIRED:			Transmission	
Make/Model:			Cab Type	
Tire size		Front	2WD or MFWD	
		Rear		

All prices are FOB Destination
Prices are subject to change without notice.

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Dobbs Equipment/John Deere Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment under purchase agreement.

1. 850 P-Tier Dirt Production Dozer Used
2. Engine for 214165 850 JD

Dobbs Equipment/John Deere is the selected vendor for the listed equipment for the following reasons. Augusta Solid Waste needs item 1 to meet the compliance requirements and regulations set forth by the local and state branches of the Environmental Protection Division. This machine will directly impact on our erosion control, storm water management, and cell stabilization efforts required in our operating permits. After diligently searching for machines to fulfill our needs, we have determined that item 1 is the lowest cost machine and correctly sized for the application intended.

Augusta Solid Waste needs item 2 to be installed in down Utility Dozer 850. This engine will give the needed flexibility to prolong our waste fleet by rotation. Rotation of the fleet will extend the operating hours for each machine and assure proper preventative maintenance is completed. Having this additional waste machine in the fleet will directly impact our waste handling, waste placement, and utility tasks required by local and state branches of the Environmental Protection Division.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment
Cc: File
LaWoun Howard

DOBBS
EQUIPMENT
www.dobbsequipment.com

Dobbs Equipment Southeast, LLC.
1900 William Few Parkway
Grovetown, GA 30813
Phone: 706-855-5440

Remit Payment to:
Dobbs Equipment
PO Box 5197
Memphis, TN 38101-5197

JOHN DEERE

*** PROFORMA INVOICE ***

PARTS QUOTATION

Invoice To Account No: 127399

CITY-COUNTY CONSOLIDATED GOVEF
ACCOUNTING DEPT
535 TELFAIR ST #800
AUGUSTA GA 30901
US

Deliver To:

CITY-COUNTY CONSOLIDATED GOVEF
ACCOUNTING DEPT
535 TELFAIR ST #800
AUGUSTA GA 30901
Home Ph: (706)821-2422 Mob Ph: 706-821-2334
Work Ph: 706-821-2335

Quotation No: 926534
Date: 8/6/2025
Page: 1 of 1

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Weight	Bin Loc	List Price	Net Price	Extended Price
1.00	0	PE11123	Diesel Engine	1,840.00		46,763.31	46,763.31	$46,763.31
7.00	0	TY26661	ENGINE BRE	53.61	SR4A	35.61	35.61	$249.27
4.00	0	TY26576	COOL-GARD TM	101.31	SR4A	45.82	45.82	$183.28
1.00	0	AT338612	TORSIONAL DA	10.43		1,848.92	1,848.92	$1,848.92
8.00	0	24M7240	WASHER	0.15	B1H5	1.75	1.75	$14.00
8.00	0	19M7403	CAP SCREW	0.80	HW3G	3.25	3.25	$26.00
1.00	0	T428866	V-BELT	0.57	FB-023	62.04	62.04	$62.04
1.00	0	T281726	RADIATOR HOSE	1.64		108.36	108.36	$108.36
1.00	0	T272525	Hose	0.34	B6G3	49.92	49.92	$49.92
7.00	0	RE52702	CLAMP	1.54	C1E2	22.13	21.26	$148.82
4.00	0	AT369299	Isolator	5.32	A6A1	170.75	170.75	$683.00
8.00	0	T158949	Washer	6.00	J05C	17.87	17.87	$142.96
4.00	0	A11667	WASHER	0.64	B7G4	4.60	4.60	$18.40
4.00	0	19M7968	CAP SCREW	3.11	HW1M	17.51	17.51	$70.04
4.00	0	14M7300	FLANGE NUT	0.88	HW1B	6.65	6.51	$26.04
4.00	0	T320183	Retainer	0.64		23.37	23.37	$93.48
1.00	0	F071151	FILTER ELEMENT	1.02	H05C	87.91	67.61	$67.61
1.00	0	AT370279	FILTER ELEMENT	4.04	F01D	115.94	93.63	$93.63
60.00	0	LABOR	labor	0.00		175.00	175.00	$10,500.00
1.00	0	MISC	MISC	0.00		700.00	700.00	$700.00

Total Weight: 2,032.02

INVOICE CONTAINS $49.26 DISCOUNT

New Engine

Returnable Parts subject to a 25% Restocking Fee - Please see your local Parts or Service manager for current Promotions!

Customer PO No: COMPLETE NEW EN
Delivery Note:
Tax Exempt No: GA ST-5
Salesperson: Travis Howard

Sub Total:	$61,849.08
Sales Tax:	$0.00
Total:	$61,849.08
Deposit Received:	$0.00
Balance Due:	$61,849.08

EXCLUDES TAX

JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PA# 11224630

PA Revision# Original

Customer Name: AUGUSTA RICHMOND COUNTY GA

PURCHASER NAME AND ADDRESS *(First Signer)*			
NAME(First, Middle, Last) **AUGUSTA RICHMOND COUNTY GA**			
STREET or RR			
CITY **AUGUSTA**	STATE **GA**	ZIP CODE **30901**	COUNTY **Richmond**
PHONE NUMBER **419-639-2091**	EMAIL ADDRESS		
REWARDS #			
PURCHASER NAME AND ADDRESS *(Second Signer)*			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME **Dobbs Equipment**		Dealer Account No. : **177349**	
STREET or RR **1900 William Few Parkway**			
CITY **Grovetown**	STATE **GA**	ZIP CODE **30813**	Phone Number **706-855-5440**
Date Of Order: **Aug 04, 2025**			
Dealer Order No.:	TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE		
PURCHASER TYPE: **4 Use County**		MARKET USE CODE: **78 Environmental Cleanup**	
Add Purchaser to Mailing List (Check One or More) ☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS: ☒ Business ☐ Individual		Purchaser Acct.:	
☐ SOCIAL SECURITY IRS TAX ID NO ☐ EIN NO. :			

EXTENDED WARRANTY IS: ☑ Accept ☐ Decline (Initials) _____

LOCATION OF FIRST WORKING USE : Use County RICHMOND | Use State/Province GA | COUNTY CODE 245

Ultimate Uptime Package Purchase: ☐ Yes ☑ No (Initials) _____

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1				x	2023 JOHN DEERE 850L CRAWLER DOZER Stock # 459859	2756	1T0850LXCPF445781	$ 279,000	00
					+ John Deere Extended Warranty :			$ 0	00
					- DECLINED :John Deere Preventative Maintenance :				
							TOTAL CASH PRICE	$ 279,000	00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS: PT+H until 5-29-26 or 5000 hours			TOTAL TRADE-IN ALLOWANCE	$ 0	00
			TOTAL TRADE-IN PAY-OFF	$ 0	00
			BALANCE	$ 279,000	00
			SUBTOTAL	$ 279,000	00
			RENTAL APPLIED	$ 0	00
			CASH WITH ORDER	$ 0	00
			BALANCE DUE	$ 279,000	00

Used w/ Smart grade

JD-S 21-01 EFFECTIVE (14July21) U.S.A. ONLY

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above produc as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not
pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https:// www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at **http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm** .

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials)

_____ _____ and understands its terms and conditions.

Purchaser (First Signer)	AUGUSTA RICHMOND COUNTY GA	Signature	_____	Date	_____
Purchaser (Second Signer)		Signature	_____	Date	_____
Dealer Representative	Dobbs Equipment	Signature	_____	Date	_____
Salesperson	INGRAM,TODD R	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature

☒ C&F Warranty ☐ Hitachi Warranty
☐ Timberjack Warranty

JOHN DEERE

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE), FORESTRY AND UTILITY PRODUCTS US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers**: (Model year 2024 and newer) 12 months Full Machine Standard Warranty; 36 months or 10,000 hours (whichever comes first) StructurALL Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be

liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Border Equipment/Bobcat of Augusta Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. Case DL550 Minotaur

Border equipment is the selected vendor for the listed equipment for following reasons. Border equipment provided the best skid steer machine of landscaping operations of the landfill. This item was selected due to the size, function and maneuverability of the machines to perform grounds keeping and assist in daily landfill functions. The landfill currently has several attachments that require front boom hydraulics like that of the CTL and high flow hydraulic system that are used to maintain the closed cell slopes to stay in compliance with both local and federal GAEPD regulations. Border equipment was the only vender offering this equipment of this size with a price falling lower than similar equipment from other vendors.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

BORDER EQUIPMENT

Proposal

2804 Wylds Rd Augusta, Ga 30909

Bobcat of Augusta

Date

Customer	Augusta, GA		
Contact	Lawoun Howard	**Salesman**	Forrest Odom
Address		**Office Number**	706-737-7253
City, State, Zip		**Cell Number**	706-833-1505

Qty		Equipment	
1	New	Case DL550 Minotaur	$132,900.00

Sales Tax May Apply

Grand Total

Customers Signature

Dealer Signature

MINOTAUR™ DL550

COMPACT DOZER LOADERS



CASE CONSTRUCTION

GETTING THE JOB DONE, CASE AFTER CASE.









Every day, the case for CASE Construction Equipment grows stronger — from delivering smart solutions for tough on-site challenges to providing the next generation of builders the tools needed to succeed, CASE machines are backed by more than 180 years of grit, sweat and get-the-job-done efficiency.

That no-nonsense attitude extends to our team, too: with over 300 North American dealer locations, a pipeline of inventors and engineers who will stop at nothing to create swift, smooth machines, service technicians who offer fix-it-right the first time service and an expansive parts inventory available at your fingertips, we're serious about offering steadfast sales, service and support as your construction equipment partner.

Together, we're not just building infrastructure — we're building stronger communities on a rock-solid foundation of hard work, hustle and pragmatic innovation. Because when it comes to helping you achieve your goals, no one will outwork us.

COMPACT DOZER LOADERS

02 CASE Story

03 Overview

04 Features & Benefits

07 Specifications

08 Attachments

10 Value of Support

GRAB THE BULL BY THE HORNS.

You mess with the bull? You get the horns. The CASE Minotaur™ DL550 compact dozer loader pairs the spirit of a compact track loader with the no-nonsense heart of a dozer, offering tons of earth-moving power and versatility. Dig, load, grade, rip, push piles, lift heavy pallets, fill the high trucks or throw on a mulching head and clear land. Just when you think you know the limits of what the industry's first compact dozer loader can do, you'll think again.



LOAD. DOZE. DOMINATE.

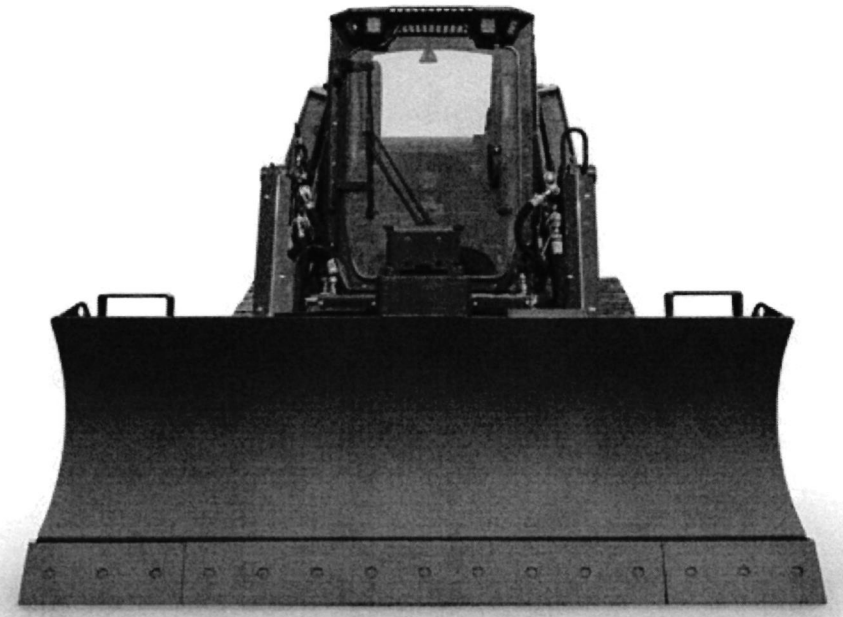
Jump in for a test drive and discover how the Minotaur DL550 compact dozer loader does it all — a versatile, high-performance workhorse engineered to dominate multiple jobsites and boost your bottom line from day one.











1 TACKLE ANY CHALLENGE.

A fully chassis-integrated C-frame with six-way blade provides stability, smooth performance and 25,828 lb of drawbar pull. A 96-in blade gives full range of motion for cutting, carrying and windrowing material.

2 A BEAST OF A LOADER.

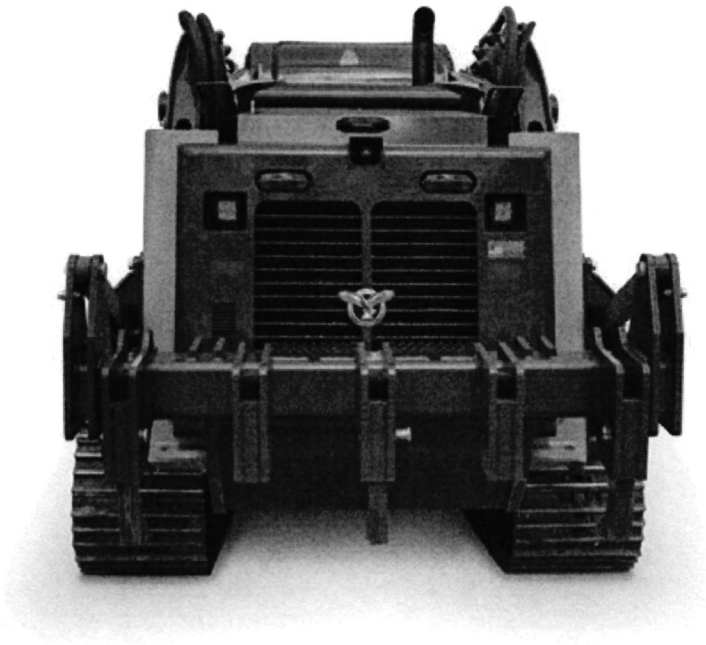
The CASE Minotaur DL550 is a loading menace: a vertical lifting path with a huge hinge pin height of 140.2 in and rated operating capacity of 5,500 lb means you get the versatility of a compact track loader without sacrificing the power of a dozer.

3 RIP UP WHAT STANDS IN YOUR WAY.

A fully integrated ripper offers 5 positions and comes with 3–5 shanks, upping your productivity when breaking up tough ground roots.

4 PICK THE RIGHT TRACK.

Choose from three track options to match your jobsite needs: 14-in steel single-bar with 1.5-in grouser for maximum traction, 18-in steel triple-bar with 7/8-in grouser for improved flotation or 17.7-in heavy-duty rubber track for maximum flotation and performance on concrete or asphalt.









5 SMOOTH RIDING WITH EZ TRAC.

Optional EZ Trac gives you a smoother ride, top-tier traction and longer rubber track life while being maintenance free for more comfort and productivity.

6 CHOOSE YOUR CONTROLS.

True dozer-style grips and full-sized EH dozer controls mean experienced dozer operators will feel right at home working with a CASE Minotaur DL550, while the ability to swap to ISO controls for maximized loader operation gives even more on-the-job flexibility.

7 AN UPGRADED OPERATOR EXPERIENCE.

The CASE Minotaur DL550 offers rear object detection, an intermittent wiper for excellent visibility in wet conditions and a bi-directional self-level for less load spilling.


CASE

A DIRT-DOMINATING LOADOUT.



SPECIFICATIONS	DL550
Engine	FPT F5B FL413 D
Gross Horsepower — hp (kW)	114 (85)
Net Horsepower — hp (kW)	114 (85)
Peak Torque — lb ft (Nm)	339 (460)
Displacement/Cylinders — in^3 (L)	207 (3.4)
Emissions Certification Solutions	Tier 4 Final Certified (SCR, DOC)
Drawbar Pull (Steel) — lb (kg)	25,826 (11 739)
Drawbar Pull (Rubber) — lb (kg)	15,655 (7 116)
Rated Operating Capacity (ROC) 35% — lb (kg)	3,850 (1 750)
Rated Operating Capacity (ROC) 50% — lb (kg)	5,500 (2 500)
Tipping Load — lb (kg)	11,000 (4 990)
Bucket Breakout Force — lb (kN)	12,907 (57.4)
Standard Enhanced Flow Hydraulics — gpm (L/min)	41.6 (157)
Operating Weight (w/Ripper, w/18-in Steel Track) — lb (kg)	18,600 (8 444)
Operating Weight (w/o Ripper, w/18-in Steel Track) — lb (kg)	18,800 (8 527)

DIMENSIONS	DL550
Straight Blade Width — in (mm)	90 (2 280) or 96 (2 440)
Ripper Cut Width — in (mm)	51.9 (1 320)
Height to Bucket Hinge Pin — in (mm)	140.2 (3 560)
Dump Height (Heavy-Duty Bucket) — in (mm)	109 (2 770)
Height to Top of ROPS — in (mm)	84.6 (2 150)
Overall Length (Blade w/o Ripper) — in (mm)	168.8 (4 290)
Overall Length (Blade w/ Ripper) — in (mm)	191.1 (4 860)
Overall Length (Heavy-Duty Bucket) — in (mm)	159.1 (4 040)
Over the Track Width (14-in SALT HD – Single Grouser) — in (mm)	74.6 (1 890)
Over the Track Width (18-in SALT HD – Triple Grouser) — in (mm)	78.6 (2 000)
Over the Track Width (17.7-in Rubber Track) — in (mm)	78.3 (1 990)
Track Length on Ground (Rubber) — in (mm)	74 (1 880)
Track Length in Ground (Steel – Both Configurations) — in (mm)	66 (1 680)

GO AHEAD.
GET ATTACHED.

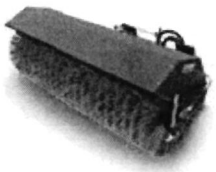
The CASE Minotaur™ DL550 is compatible with more than 55 attachment product families — totaling more than 175 orderable options.* These options and a new, integrated attachment display catalog offers clarity when using unfamiliar attachments, helping you quickly get up to speed as you work.

*Not all attachments featured below are approved for CASE Minotaur DL550.


Laser Grading Box


Mulcher


Rock Saw


Angle Broom

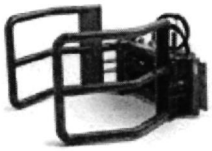

Vibratory Roller

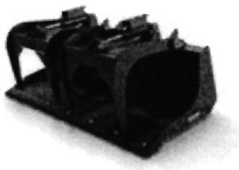

Hydraulic Breaker

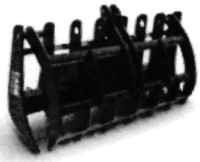

Side Discharge Bucket


4-in-1 Bucket


Tree Puller


Bale Handler


Scrap Grapple


Root Rake


6-Way Dozer Blade


Pickup Broom

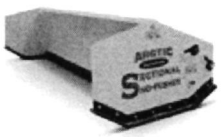

Pallet Forks


Cold Planer

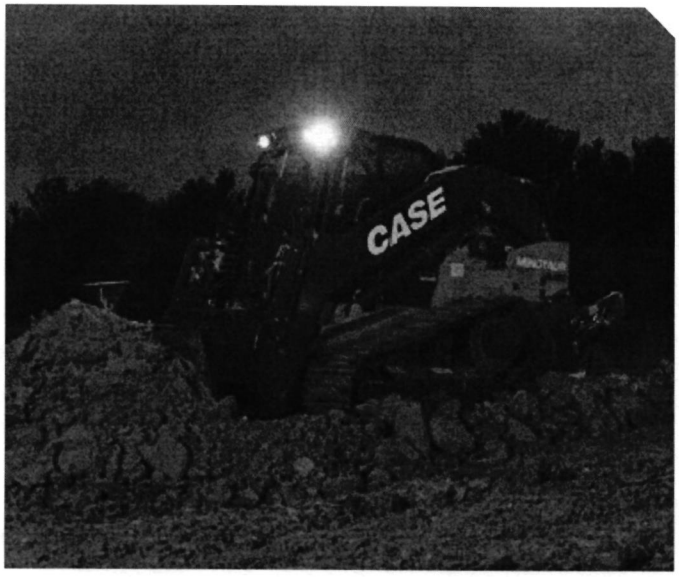

Auger


Rotary Cutter


Trencher



Arctic® Sectional Sno-Pusher™





SEE OUR FULL LINE AT

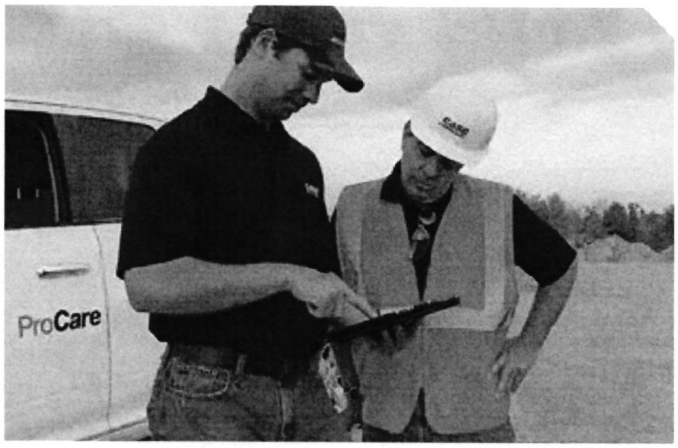
CASECE.COM/ ATTACHMENTS





NO ONE OUTWORKS US.

The customer doesn't just come first — you're at the center of everything we do. Your local CASE specialists are ready to help you do more of everything you do best: maximizing production, cutting costs and improving safety through a variety of services and technology.





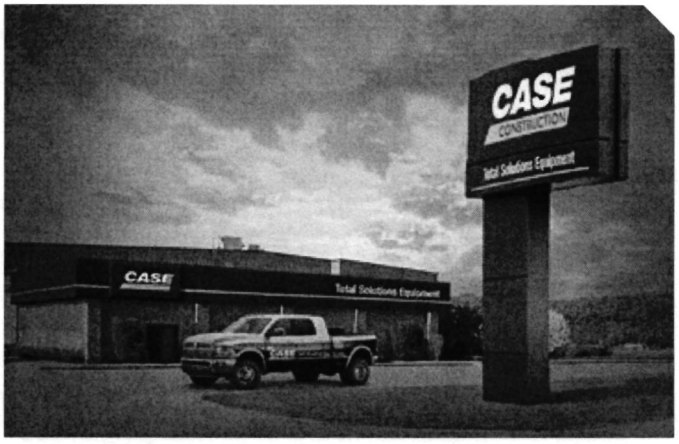
Base & Extended Limited Warranty Coverage.*

- 1-year/Unlimited-hour full-coverage base limited warranty
- 2-year/2,000-hour extended limited engine warranty. Discuss the extended warranty coverage details with your dealer.

CNH CAPITAL Performance Equipment Demands Performance Financing.

From protection plans to customized leasing packages, our financial solutions through CNH Capital are engineered for businesses that don't have time for downtime.





Tech that Delivers.

Command Your Fleet with Telematics

CASE Telematics puts real-time data in your hands. Track location, monitor working status and anticipate maintenance needs across your entire fleet — helping you turn good data into good decisions.

Precision Machine Control that Pays for Itself

SiteControl machine control solutions don't just improve accuracy — they transform profitability. Up your efficiency, productivity and profits anywhere the job takes you.

Local Support. National Strength.

We back tough equipment with even tougher support. With over 300 dealer locations across North America, CASE delivers the right equipment, financing solutions and after-sale support to keep your business moving forward. That's the kind of boots-on-the-ground business support you can expect — and rely on — from CASE.

*See your CASE dealer for limitations, exclusions and confirmation of policies in effect. Engine/EV Batteries warranty coverage provided through CASE. Second year machine warranty coverage applies after base warranty expires.



Protect Your Investment.

ProCare

CASE ProCare is the industry's most comprehensive and standard from-the-factory heavy machine support program that's as powerful as the equipment it protects. Best of all, ProCare comes standard on all new M Series dozers and keeps you covered for up to three years. It's the assurance businesses need to stay competitive, productive and profitable.

PlusCare

Choose service options that match how hard you work. CASE PlusCare protects your equipment investment with customizable maintenance support tailored to your operation's demands. **Scan QR code for more information ›**

Planned Maintenance Agreements (PMAs)

Get clear, detailed maintenance plans that maximize performance while driving down operating costs, allowing you to focus on what matters — building your business.

Purchased Protection Plan (PPP)

Get protection beyond the base warranty period for both new and used CASE equipment, with flexible payment options and customizable terms through CNH Capital.

COUNTLESS SOLUTIONS



Mini Track Loaders



Skid Steer Loaders



Compact Track Loaders



Compact Dozer Loaders



Mini Excavators



Midi Excavators



Small Articulated Loaders



Compact Wheel Loaders



Electric Vehicles



Backhoe Loaders



Tractor Loaders



Rough Terrain Forklifts



Dozers



Large Wheel Loaders



Motor Graders



Wheeled Excavators



Large Excavators

NO ONE WILL OUTWORK US.™

CASE CONSTRUCTION

©2025 CNH Industrial America LLC. All rights reserved. CASE and CNH Industrial are trademarks registered in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH Industrial America LLC., are the property of those respective companies.

Form No. CCE202509CDL
Replaces Form No. CCE202506CDL

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.

CASE Construction Equipment is biodiesel-friendly.

NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: **Andy Penick**
Procurement Director

FROM: **Hameed Malik, Ph.D., P.E.**
Director

DATE: **November 18, 2025**

SUBJECT: **Godwin Pumps Sole Source Memo**

Engineering & Environmental Services Department recommendation of vendor for following equipment.

1. Godwin 4" trash/water pump

Godwin Pumps is the selected vendor for the listed equipment for following reasons. Godwin Pumps was selected for this purchase because they are the lowest cost vendor and meet our specs needed. This pump will be utilized for emergency and compliance operations. The pump will impact our storm water handling, leachate repair/handling, and well field compliance requirements set forth by local and state branches of the Environmental Protection Division.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

Attachment

Cc: File
LaWoun Howard

August 5, 2025
Augusta-Richmond County Georgia
Attention: Mr. John Balkcum
Sale Quotation # 110032070
Page 2 of 2

225 Farmington Road
Summerville, SC 29486
Tel: 843-818-2266

xylem
Let's Solve Water

godwin FLYGT

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime CD103M Diesel Pump • 4" 150# Flange Suction and Discharge • Isuzu 4LE2T FT4 Diesel Engine • Includes PrimeGuard Engine Controller • highway trailer • Electric Brakes - 3" Pintle, DOT Lights	$ 59,090.00	$ 59,090.00

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	**Name:** **(PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

NET SALE TOTAL	**$ 59,090.00**
DELIVERY CHARGE	**$ 1,638.00**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

August 6, 2025
Augusta-Richmond County Georgia
Sale Quotation # 110032078
Page 1 of 1

225 Farmington Road
Summerville, SC 29486
Tel: 843-818-2266

xylem
Let's Solve Water

godwin FLYGT

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime CD103M Diesel Pump • 4" 150# Flange Suction and Discharge • Isuzu 4LE2T FT4 Diesel Engine • Includes PrimeGuard Engine Controller • Skid-mounted	$ 55,283.00	$ 55,283.00

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	**Name: (PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

NET SALE TOTAL	**$ 55,283.00**
DELIVERY CHARGE	**$ 1,638.00**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

Commission Meeting

Meeting Date: December 2, 2025

Richmond County Sheriff's Office – Budget Transfer Request

Department:	Sheriff's Office
Presenter:	Chief Lewis Blanchard, Chief of Staff
Caption:	Motion to approve transfer of funds between the Sheriff's Office FY 2025 personnel and operating budgets in the amount of $313,340.00 for contracted positions.
Background:	The Richmond County Sheriff's Office has successfully filled many vacant positions in 2025. Some roles have been filled by seasoned law enforcement officers who are working on a contract basis.
Analysis:	Since contractors are paid from the operating budget instead of personnel accounts, the Sheriff's Office has requested to transfer funds from its FY 2025 personnel budget to operating to pay for the equivalent contracted positions that have been in place throughout 2025. In general, transfers between personnel and operating budgets must be approved by the Augusta Commission in order for the Finance Department to process them.
Financial Impact:	Funds are available within the personnel budget lines.
Alternatives:	N/A
Recommendation:	Approve transfer of funds between the Sheriff's Office FY 2025 personnel and operating budgets in the amount of $313,340.00 for contracted positions.
Funds are available in the following accounts:	273031310-5111110

REVIEWED AND APPROVED BY:

Commission Meeting

December 2, 2025

Courthouse Parking Security

Department:	N/A
Presenter:	N/A
Caption:	**District Attorney Jared Williams** regarding Courthouse Parking Security. **(Requested by Commissioner Francine Scott)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Public Safety- Committee Meeting

Meeting Date: November 25, 2025

Approval for Acceptance of COPS Hiring Grant

Department:	Sheriff's Office
Presenter:	Sheriff Eugene Brantley
Caption:	Motion to approve the acceptance of COPS Hiring Grant
Background:	Project VISION: Violence Intervention Strategy for Improving Our Neighborhoods
Analysis:	The Richmond County Sheriff's Office (RCSO) will use COPS Hiring Program (CHP) funds to support Project VISION—Violence Intervention Strategy for Improving Our Neighborhoods—a comprehensive, community-based initiative aimed at nuisance abatement, quality-of-life improvement, and violence reduction in the county's most impacted neighborhoods. CHP funding will support the hiring of 40 additional sworn officers who will be assigned full-time to community-focused strategies designed to reduce crime, increase trust, and improve neighborhood conditions.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve the COPS Hiring Grant with the specifications required for the receipted requirements. • **Total Project Costs:** $8,683,080 • **Federal Funds Requested:** $5,000,000 (57.58%) • **Local Match:** $3,683,080 (42.42%)
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

October 10, 2025

Dear Eugene Brantley,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by AUGUSTA-RICHMOND COUNTY GOVERNMENT for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is $8,683,080.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45

days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews

permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Budget Category	Total Cost
Sworn Officer Positions	$8,683,080
Civilian or Non-Sworn Personnel	$0
Travel	$0
Equipment	$0
Supplies	$0
SubAwards	$0
Procurement Contracts	$0
Other Costs	$0
Indirect Costs	$0
Total Project Costs	$8,683,080

Budget Summary & Statement of Need

Budget Summary

- **Sworn Officer Positions:** $8,683,080
- **Civilian/Non-Sworn Personnel:** $0
- **Travel, Equipment, Supplies, Subawards, Contracts, Other Costs:** $0
- **Total Direct Costs:** $8,683,080
- **Indirect Costs:** $0
- **Total Project Costs:** $8,683,080
- **Federal Funds Requested:** $5,000,000 (57.58%)
- **Local Match:** $3,683,080 (42.42%)
- **Program Income:** $0 (0.00%)

Need Justification

This project seeks funding to recruit, train, and staff 40 sworn officers to address violent crime, improve response times, and expand community policing in Richmond County, Georgia. Each position includes a base salary of $56,369 and fringe benefits, totaling approximately $217,077 per officer over the three-year funding period.

Due to a 4% local budget decrease in the upcoming year and prior restructuring that resulted in the forfeiture of 52 vacant officer positions to enable competitive pay for retention, the agency cannot fund this expansion independently. Federal assistance is essential to restore law enforcement capacity, reduce crime, support nuisance abatement efforts, and improve quality of life in underserved communities.

Project VISION: Violence Intervention Strategy for Improving Our Neighborhoods

The Richmond County Sheriff's Office (RCSO) will use COPS Hiring Program (CHP) funds to support Project VISION—Violence Intervention Strategy for Improving Our Neighborhoods—a comprehensive, community-based initiative aimed at nuisance abatement, quality-of-life improvement, and violence reduction in the county's most impacted neighborhoods. CHP funding will support the hiring of 40 additional sworn officers who will be assigned full-time to community-focused strategies designed to reduce crime, increase trust, and improve neighborhood conditions.

Project VISION will target chronic nuisance issues such as abandoned properties, drug loitering, illegal dumping, public intoxication, and blight, which are often linked to higher rates of violent crime. The initiative reflects growing concern from residents and community stakeholders who have consistently expressed the need for a more visible, collaborative, and solution-oriented law enforcement presence.

Our approach is both strategic and sustainable. These new officers will be assigned to a specialized Community Impact Enforcement Unit (CIEU) that will focus exclusively on nuisance abatement and quality-of-life enforcement in targeted neighborhoods. Each officer will be responsible for a specific geographic zone and will work collaboratively with neighborhood associations, housing authorities, local code enforcement, and public health agencies. The officers will lead monthly neighborhood walkthroughs, participate in community forums, and develop problem-solving action plans specific to their assigned communities.

The implementation plan includes:

- Recruitment and Hiring (Months 1–6): RCSO will recruit officers who reflect the diversity of our community and who have demonstrated interest in community-oriented service.
- Specialized Training (Months 4–8): Officers will receive training in trauma-informed policing, environmental crime prevention, de-escalation, conflict resolution, and multi-agency collaboration.
- Deployment and Engagement (Months 6–12 and beyond): Officers will be assigned to high-need neighborhoods based on data analysis and community input. They will work to proactively identify and abate nuisance issues before they escalate into violent incidents.

This project significantly enhances RCSO's commitment to community-oriented policing by reorienting our service model from reactive enforcement to proactive engagement.

Project VISION integrates community voice, cross-sector partnerships, and evidence-informed policing strategies. Officers will have the time and resources to develop genuine relationships, foster two-way communication, and work alongside residents to address the structural and behavioral contributors to neighborhood decline and violence.

The success of Project VISION will be measured through reductions in violent crime and nuisance complaints, improved neighborhood appearance, and increased community satisfaction. By embedding officers directly within communities and tasking them with long-term, place-based accountability, the RCSO will build trust, reduce fear, and help restore pride in our neighborhoods.

Ultimately, CHP funding will enable Richmond County to realize a safer, more resilient community where law enforcement and residents are true partners in public safety.

COPS Hiring Program Grant – Project VISION: Violence Intervention Strategy for Improving Our Neighborhoods

Areas Affected by Project

Augusta-Richmond County is the second largest city in Georgia and has a population of approximately 206,000 citizens that swells to upward of 350,000 citizens during work and leisure hours. The direct areas affected would be Richmond County including the municipalities of Augusta, Blythe, and Hephzibah. As the largest full-service Sheriff's Office in the state, Richmond County Sheriff's Office frequently assists surrounding counties (Columbia, Burke, Lincoln, Taliaferro, McDuffie, Washington, Wilkes) and across the state related to SWAT callouts, K9 tracking assistance, Bomb Squad, Gang Task Force, Opioid Task Force, and U.S. Marshall Task Force.

Commission Meeting

December 2, 2025

Radio GPS

Department:	N/A
Presenter:	N/A
Caption:	Approve Implementation of Radio GPS Interface through Motorola Solutions and Tyler Technologies. **(Requested by Administration)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

Meeting Date: December 2, 2025

Addendum: Radio GPS for Sheriff's Office

Department:	Information Technology
Presenter:	Reggie Horne, CIO
Caption:	Approve Implementation of Radio GPS Interface through Motorola Solutions and Tyler Technologies.
Background:	Tyler Technologies is the vendor for Augusta's New World Public Safety Application. The New World Application is an integrated Public Safety System used by all Public Safety Offices/Departments within the City to include the RCSO and 911. Motorola Solutions is the vendor for Augusta's Land Mobile Radio System, and all Public Safety Offices/Departments communicate through this Motorola system.
Analysis:	The Richmond County Sheriff's Office (RCSO), Augusta 911, and the Information Technology Department (IT) have been exploring options for how to better track and dispatch RCSO personnel. Currently, locations of officers available for dispatch are tracked using GPS data obtained from the Mobile Data Terminals (MDTs) deployed in RCSO vehicles. A better option for tracking and dispatching officers is to use their radio location. MDTs only tell Dispatch the location of RCSO vehicles, whereas radios would provide exact officer locations. In addition to better tracking and dispatching, this model also improves officer safety in the event an officer is injured or needs backup of some sort.
Financial Impact:	The total cost of the implementation to modify our Public Safety Application as described above is $40,840.00 to be funded from both the IT Capital Budget ($15,400) and the RCSO Budget ($25,440). Ongoing support of $4,200.00 will be included in the New World annual maintenance agreement.
Alternatives:	N/A
Recommendation:	Approve Implementation of Radio GPS Interface through Motorola Solutions and Tyler Technologies.
Funds are available in the following accounts:	272015410 and 272032110
REVIEWED AND APPROVED BY:	N/A

Reggie Horne
Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Mr. Andy Penick, Director, Procurement

From: Mr. Reggie Horne, CIO, Information Technology

Date: November 26, 2025

Subject: Request for Approval – GPS Location in CAD from Radio System

---

Tyler Technologies is the vendor for Augusta's New World Public Safety Application. The New World Application is an integrated Public Safety System used by all Public Safety Offices/Departments within the City. Motorola Solutions is the vendor for Augusta's Land Mobile Radio System, and all Public Safety Offices/Departments communicate through this Motorola system.

The Richmond County Sheriff's Office, Augusta 911, and the Information Technology Department have been exploring options for how to better track and dispatch RCSO personnel. Currently, locations of Officers available for dispatch are tracked using GPS locations obtained from the MDTs deployed in RCSO vehicles. A better option for tracking and dispatching officers is to use their Radio location. MDTs only tell us the location of their vehicles whereas the Radios would tell us exact officer locations. In addition to better tracking and dispatching, this also improves officer safety in the event an officer is injured or needs backup of some sort.

The total cost of the implementation to modify our Public Safety Application as described above is $40,840.00 to be funded from both the IT Capital Budget ($15,400) and the RCSO Budget ($25,440). Tyler Technologies and Motorola Solutions will need to work together at our direction on this project.

I am sending this request through Procurement for sole-source authorization. I am requesting sole-source approval as Tyler Technologies and Motorola Solutions are the only 2 vendors who can modify our system to accomplish this goal. Upon your review and approval, this item will be submitted to the Augusta Commission for final approval.

Thank you in advance for your consideration and response.

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov

Print Form

Augusta GEORGIA

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

Vendor: New World Solutions **E-Verify Number:** 43510

Commodity: Radio GPS Interface

Estimated annual expenditure for the above commodity or service: $ 25,440.00

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

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

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

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

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

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

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

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

Name: Reggie Horne Department: Information Technology Date: 11/26/25

Department Head Signature: _____ Date: 11-26-25

Approval Authority: Andy Pernell Date: 11/26/25

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

COMMENTS:

Rev. 09/10/12

Quoted By: Brian Rennie
Quote Expiration: 12/31/25
Quote Name: Radio Location Interface

Sales Quotation For:
AUGUSTA-RICHMOND COUNTY GA
401 WALTON WAY
AUGUSTA GA 30901-5804
Phone: +1 (706) 821-1430

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
Radio Location Interface	$ 20,000	$ 0	$ 20,000	$ 4,200
Total	$ 20,000	$ 0	$ 20,000	$ 4,200
TOTAL	**$ 20,000**		**$ 20,000**	**$ 4,200**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Radio Location Interface Installation Fee	1	$ 1,240	$ 0	$ 1,240
TOTAL				**$ 1,240**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 20,000	$ 4,200
Total Annual	$ 0	$ 0
Total Tyler Services	$ 1,240	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 21,240**	**$ 4,200**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Third-Party Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

MOTOROLA SOLUTIONS

QUOTE

Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661
704.302.5412

DATE: MAY 29, 2025
SERVICE QUOTE

QUOTE EXPIRES IN 30 DAYS

TO Matt Hetrick
Augusta GA Government

CSM	JOB	PAYMENT TERMS	DUE DATE
Mark Hollomon	Five days for Field Engineer resource to assist with Tyler deployment	Net 30	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Five days of Field Engineer Time	$15,400.00	$15,400.00
		SUBTOTAL	$15,400.00
		SALES TAX	
		TOTAL	$15,400.00

Quotation prepared by: Mark Hollomon – Customer Support Manager _____

To accept this quotation, sign here and return: _____

Thank you for your business!

Print Form

Augusta GEORGIA

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

Vendor: Motorola Solutions **E-Verify Number**: 36076

Commodity: Radio GPS Interface

Estimated annual expenditure for the above commodity or service: $ 15,400.00

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

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

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

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

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

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

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

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

Name: Reggie Horne Department: Information Technology Date: 11/26/25

Department Head Signature: _____ Date: 11-26-25

Approval Authority: Andy Pench Date: 11/26/25

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

COMMENTS:

Rev. 09/10/12

Commission Meeting

December 2, 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
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A