



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, March 10, 2026
1:15 PM

ENGINEERING SERVICES

- 1.** **Mr. Robert Sheffer** regarding the **Birdwell Road Bridge over Spirit Creek** was washed out 12 years ago and still has not been repaired. This is causing hardship, diminished property values, and, potential safety issues for residents. Furthermore, it constitutes violation of O.C.G.A 32-4-41 requiring Cities/Counties to maintain roads and bridges within their jurisdiction to insure safe and accessible passage. **(Deferred from the February 24, 2026 meeting)**
- 2.** **Mr. Reginald Coney** regarding broken bridge on Birdwell Road which limit access to their church. **(Deferred from the February 24, 2026 meeting)**
- 3.** Approve contract amendment to S&ME, Inc. for RFP Item #20-176 Geotechnical Testing Services one additional year with additional funding.
- 4.** Approve contract amendment to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections for one (1) additional year.
- 5.** Motion to **approve** the minutes of the February 24, 2026 Engineering Services Committee.
- 6.** GDOT Standard Utility Agreement
- 7.** Brittany Oaks Water and Sanitary Sewer Dedication Documents
- 8.** Approve Utilities GEFA Loan Acceptance
- 9.** Notification of emergency rental of 6 - 100KW generators and 4 - 55KW generators for Ice and Snowstorm 2026 in January.
- 10.** To approve funding for additional services to the Grant Writing Services targeted at water and wastewater. Request to add CO #3 in the amount of \$245,000.00. (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)



Engineering Services Committee

February 24, 2026

Birdwell Road Bridge over Spirit Creek

Department: N/A

Presenter: N/A

Caption: **Mr. Robert Sheffer** regarding the **Birdwell Road Bridge over Spirit Creek** was washed out 12 years ago and still has not been repaired. This is causing hardship, diminished property values, and, potential safety issues for residents. Furthermore, it constitutes violation of O.C.G.A 32-4-41 requiring Cities/Counties to maintain roads and bridges within their jurisdiction to insure safe and accessible passage.

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

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

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

Meeting Date *

2/24/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Robert Sheffer

Address *

861 Tyler Parkway, Grovetown, GA 30813

Telephone Number *

706-840-5859

Fax Number

Email Address *

rmshef@aol.com

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

The Birdwell Road Bridge over Spirit Creek was washed out 12 years ago and still has not been repaired. This is causing hardship, diminished property values, and, potential safety issues for residents. Furthermore it constitutes violation of O.C.G.A 32-4-41 requiring Cities/Counties to maintain roads and bridges within their jurisdiction to insure safe and accessible passage. I would like there to be a discussion of the problem so that citizens could have some understanding of when this situation will be corrected.

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

Meeting location:

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

Submission Date

1/26/2026 5:25 PM



Engineering Services Committee

February 24, 2026

Bridge on Birdwell Road

Department:	N/A
Presenter:	N/A
Caption:	Mr. Reginald Coney regarding broken bridge on Birdwell Road which limit access to their church.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

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

[Click here to view the full Commission and Committee Calendar.](#)

Meeting Type *

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

Meeting Date *

2/24/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Reginald Coney

Address *

957 Niagra Falls

Telephone Number *

7066272698

Fax Number

Email Address *

Coneyr@hotmail.com

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

I am writing on behalf of our church located on Birdwell Road to request assistance with a broken bridge that currently limits access to our building.

At this time, the bridge issue prevents us from maintaining two separate access points to the property. This presents a significant concern, particularly regarding our ability to provide timely emergency medical assistance to church members and to ensure safe access for emergency responders.

Restoring the bridge would help reestablish two points of entry, which is important for safety, emergency response, and overall accessibility for our congregation.

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

Meeting location:

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

Submission Date

2/17/2026 4:16 PM



Engineering Services Committee

Meeting Date: March 10, 2026

Geotechnical Testing (soils & materials testing) Services Contract 1-Year Extension

- Department:** Augusta Utilities
- Presenter:** Wes Byne
- Caption:** Approve contract amendment to S&ME, Inc. for RFP Item #20-176 Geotechnical Testing Services one additional year with additional funding.
- Background:** S&ME, Inc. has provided geotechnical testing services for AUD projects since the approved by the Commission on November 17, 2020. AUD seeks to extend this contract time to develop a new RFP for these services. Additionally, the department desires an increase in funds, adding \$25,000.00, to accommodate upcoming canal and reservoir earthworks projects to ensure funding availability for contract period.
- Analysis:** Augusta Utilities Department evaluated the S&ME, Inc. services and find them fair and reasonable to be continued for this additional timeframe.
- Financial Impact:** Funds are available in account: G/L 507043490-5212999 and J/L 80199999-5212999.
- Alternatives:** No alternatives are recommended.
- Recommendation:** Augusta Utilities recommends approval of one year contract extension with additional funding to continue these services while allowing time to issue a new RFP.
- Funds are available in the following accounts:** Funds are available in account: G/L 507043490-5212999 and J/L 80199999-5212999.
- REVIEWED AND APPROVED BY:** N/A



Office of the Administrator

Odie Donald II, Administrator
 Jarvis R. Sims, Deputy Administrator
 Tony McDonald, Deputy Administrator

Ste. 910 - Municipal Building
 535 Telfair Street – Augusta, GA.30901
 (706) 821-2400 – Fax (706) 821-2819

REVISED
 December 11, 2020

Mr. Allen Saxon
 Utilities Interim Director
 452 Walker Street
 Augusta, GA 30901

Dear Allen:

At the regular meeting held Tuesday, November 17, 2020, the Augusta, Georgia Commission took action on the following:

32. Received as information: the update from the Utilities Department on the Sanitary Sewer Connection Program- areas serviced, scheduled areas, and future scheduled areas. (Deferred from the November 4, 2020 meeting; requested by Commissioner Bill Fennoy)
33. Approved motion to extend the purchase order (PO) to Duke's Root Control Bid 18-262 for the combined grease, odor management, and root control for mainline gravity sewer lines. (See attached minutes from November 17)
34. Approved a motion to increase funding for approved RFQ #18-263: Task Order Program (2018) for Utilities Department (AUD) in the amount of \$6,000,000.00.
35. Approved award of Bid Item #20-240 to Gearig Civil Works, LLC to construct the Fort Gordon Cyber CoE Campus Utilities Project D1 (MCA-1) under the Task Order Program RFQ #18-263 in the amount of \$1,677,089.41.
36. Approved awarding contract to S&ME, Inc. for RFP Item #20- 176 Geotechnical Testing Services. (See attached minutes from November 17)
45. Approved awarding contract to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections in the amount of \$122,800.00.

If you have any questions, let me know.

In service,

 A blue ink signature of Odie Donald II, consisting of a large, stylized loop followed by a long horizontal stroke.

Odie Donald II
 Administrator

PROFESSIONAL CONTRACT CHANGE ORDER

CO NUMBER	01
BID ITEM	20-176
DATE	2/27/2026

PROJECT TITLE Geotechnical Testing Services
ORIGINAL CONTRACT DATE 11/17/2020 **PROJECT NUMBER** AUD 2020-036
OWNER AUGUSTA, GEORGIA **PO NUMBER** 21UTI085

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

Description of Change (for a more detailed description see attached proposal):
 Augusta Utilities seeks to extend the contract for 1 more year for geotechnical and soil testing services as we have ongoing projects requiring these services while we pursue an developing a new revised RFP. We seek an increase in funds to accommodate prospective projects to assure funding to end of contract period.

PAYEE S&ME, Inc.
 TOTAL AMOUNT OF THIS CHANGE ORDER \$ 25,000.00

The Contract expiration date will be extended to November 17, 2026

ORIGINAL CONTRACT AMOUNT \$ 74,022.50
 PREVIOUS CHANGE ORDER (INCREASE) \$
 THIS CHANGE ORDER (INCREASE) \$ 25,000.00
 TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 99,022.50

FUNDING NUMBER/ACCOUNT NUMBER 507043490 5212999
 5212999

PROPOSED BY:  DATE: 2/27/26
 CONSULTANT

REQUESTED BY:  DATE: 2-27-2026
 AUD PROJECT MANAGER

SUBMITTED BY:  DATE: 27 Feb 26
 DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
 COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
 ADMINISTRATOR

APPROVED BY: _____ DATE: _____
 MAYOR



February 27, 2026

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

Attention: Mr. Wes Byne

Reference: Professional Contract Change Order, CO 01

Dear Mr. Byne:

Since 2021, S&ME has been providing professional engineering and design services including geotechnical explorations, dewatering recommendations, and on-call construction materials testing for earthwork, concrete, and asphalt. During this time we have serviced over 160 projects involving hundreds of visits ranging from one-day emergency requests to testing over a period of weeks. S&ME maintains the most accredited lab in the CSRA, with both AASHTO and U.S. Army Corps of Engineers accreditation, and is staffed by professional engineers and technicians certified by ACI, ICC, and other organizations for specialized testing. We look forward to continuing our relationship with the Augusta Utilities Department for the requested one-year contract extension and for future contracts.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Bryan Priebe".

Bryan Priebe
Services Manager II
Registration No. PE049595

A handwritten signature in blue ink that reads "Matt Cooke".

Matt Cooke, P.G., P.E. (SC)
Office Principal

**2026 S&ME UNIT RATE FEE SCHEDULE
CONSTRUCTION TESTING SERVICES
Augusta, GA**

PROFESSIONAL SERVICES

1	Staff Professional (P1), regular time, per hour.....	\$ 120.00
2	Staff Professional (P2), regular time, per hour.....	\$ 135.00
3	Project Professional (P3), regular time, per hour.....	\$ 155.00
4	Project Engineer (P4), regular time, per hour.....	\$ 185.00
5	Senior Engineer (P5), regular time, per hour.....	\$ 225.00
6	Principal Engineer (P6), regular time, per hour.....	\$ 255.00
7	Project Administrator (PA3), regular time, per hour.....	\$ 85.00

TECHNICIAN SERVICES

1	Engineering Technician (T-1), regular time, per hour.....	\$ 75.00
2	Engineering Technician (T-2), regular time, per hour.....	\$ 85.00
3	Engineering Technician / Special Inspector (T-3), regular time, per hour.....	\$ 95.00
4	Senior Engineering Technician / Special Inspector (T-4), regular time, per hour.....	\$ 110.00
5	Senior Engineering Technician / Special Inspector / Chapter 1 Inspector (T-5), regular time, per hour.....	\$ 125.00
6	Erosion Control Inspector (ERI), regular time, per hour.....	\$ 80.00
7	NDE Technician - 3 CSI, UT or RT Level II (MT2) regular time, per hour.....	\$ 115.00
8	NDE Technician - Senior Technician or Project Lead (MT4) regular time, per hour.....	\$ 135.00
9	Mileage, per mile.....	\$ 0.90

MATERIAL TESTING SERVICES

1	Soil Standard Proctor Lab Compaction Test (ASTM D698), each.....	\$ 215.00
2	Soil Modified Proctor Lab Compaction Test (ASTM D1557), each.....	\$ 250.00
3	Proctor Lab Correction for Oversize Particles (ASTM D4718), each.....	\$ 120.00
4	Aggregate Standard Proctor Lab Compaction Test (w/o Oversize Correction), (ASTM D698), each.....	\$ 265.00
5	Aggregate Modified Proctor Lab Compaction Test (w/o Oversize Correction) (ASTM D1557), each.....	\$ 290.00
6	ABC/Crusher Run/Coarse Aggregate Sieve Analysis (ASTM C136), each.....	\$ 185.00
7	Soil/Aggregate Sieve Analysis w/ #200 Wash (No Hydrometer) (ASTM D422, AASHTO T88), each.....	\$ 105.00
8	Soil Sieve Analysis w/ Hydrometer (ASTM D422, AASHTO T88), each.....	\$ 195.00
9	Atterberg Limits Test (ASTM 4318), each.....	\$ 115.00
10	Natural Moisture Content Test (ASTM D2216), each.....	\$ 25.00
11	Soil Organic Content (Including Moisture Content), (ASTM D2974), each.....	\$ 135.00
12	Compressive Strength Testing of Concrete Cylinder (ASTM C39), each.....	\$ 28.00
13	Compressive Strength of Grout Prism (ASTM C1019), each.....	\$ 45.00
14	Compressive Strength of Cement/Mortar Cube (ASTM C109), each.....	\$ 30.00
15	Flexural Strength of Concrete Beam (ASTM C78), each.....	\$ 60.00
16	Compressive Strength Testing of Concrete Cylinder, made by others (ASTM C39), each.....	\$ 50.00

MISCELLANEOUS EQUIPMENT

1	Nuclear Density Gauge, per day.....	\$ 50.00
2	Floor Flatness Equipment, per day.....	\$ 250.00
3	NDE - SKIDMORE WILHELM GAUGE (BOLT TENSION), per day.....	\$ 250.00
4	Ultrasonic Testing Equipment, per day.....	\$ 250.00
5	Coring - Daily Charge, per day.....	\$ 300.00
6	Turbidity Meter.....	\$ 55.00
7	Concrete/Asphalt Patching.....	\$ 60.00

Note:

- A. Overtime rates will be 1.5 times the regular rate indicated for labor and outside the hours of 7 am to 5 pm.
- B. Overtime includes all time in excess of 8 hours per day, 40 hours per week, Saturdays, Sundays & Holidays.
- C. All travel time and mileage is billed portal to portal from our Augusta, GA office.
- D. Other Direct or Subcontractor/Subconsultant Costs = Cost + 15%





Engineering Services Committee

Meeting Date: March 10, 2026

NPDES Storm Water Monitoring & Inspections Contract 1-Year Extension

- Department:** Augusta Utilities
- Presenter:** Wes Byne
- Caption:** Approve contract amendment to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections for one (1) additional year.
- Background:** Cranston Engineering Group, P.C. has managed the project since approved by the Commission on November 17th, 2020. The purpose of this contract is to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements, including storm water monitoring, inspections, reporting, and related regulatory documentation for Augusta Utilities Department projects. AUD seeks to extend this contract time to develop a new RFP for these services. More than 80% of the originally allocated funds remain unexpended therefore this is a zero-cost time extension only.
- Analysis:** Augusta Utilities Department evaluated Cranston’s services and find them fair and reasonable to be continued for this additional timeframe.
- Financial Impact:** Funds were previously approved with remaining balance anticipated to complete this contract period in account: G/L 507043490-5212115 and J/L 81000010-5212115.
- Alternatives:** No alternatives are recommended.
- Recommendation:** Augusta Utilities recommends approving the contract extension for 1 year to continue these services while allowing time to issue a new RFP.
- Funds are available in the following accounts:** Funds are available in account: G/L 507043490-5212115 and J/L 81000010-5212115
- REVIEWED AND APPROVED BY:** N/A



Office of the Administrator

Odie Donald II, Administrator
Jarvis R. Sims, Deputy Administrator
Tony McDonald, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street - Augusta, GA.30901
(706) 821-2400 - Fax (706) 821-2819

REVISED

December 9, 2020

Mr. Allen Saxon
Utilities Interim Director
452 Walker Street
Augusta, GA 30901

Dear Allen:

At the regular meeting held Tuesday, November 17, 2020, the Augusta, Georgia Commission took action on the following:

- 32. Received as information: the update from the Utilities Department on the Sanitary Sewer Connection Program- areas serviced, scheduled areas, and future scheduled areas. (Deferred from the November 4, 2020 meeting; requested by Commissioner Bill Fennoy)
33. Approved motion to extend the purchase order (PO) to Duke's Root Control Bid 18-262 for the combined grease, odor management, and root control for mainline gravity sewer lines. (See attached minutes from November 17)
34. Approved a motion to increase funding for approved RFQ #18-263: Task Order Program (2018) for Utilities Department (AUD) in the amount of \$6,000,000.00.
35. Approved award of Bid Item #20-240 to Gearig Civil Works, LLC to construct the Fort Gordon Cyber CoE Campus Utilities Project D1 (MCA-1) under the Task Order Program RFQ #18-263 in the amount of \$1,677,089.41.
45. Approved awarding contract to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections in the amount of \$122,800.00.

If you have any questions, let me know.

In service,

[Handwritten signature of Odie Donald II]

Odie Donald II
Administrator

PROFESSIONAL CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	RFP #20-260
DATE	2/27/2026

PROJECT TITLE NPDES Storm Water Monitoring & Inspections
ORIGINAL CONTRACT DATE 11/17/2020 **PROJECT NUMBER** AUD 2020-037
OWNER AUGUSTA, GEORGIA **PO NUMBER**

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

Description of Change (for a more detailed description see attached proposal):
 Augusta Utilities Department seeks to extend the contract term for 1 additional year for the NPDES Storm Water Monitoring & Inspections Contract

PAYEE Cranston Engineering Group, P.C.
 TOTAL AMOUNT OF THIS CHANGE ORDER \$ 0.00

The Contract expiration date will be extended to November 17, 2026

ORIGINAL CONTRACT AMOUNT \$ 122,800.00
 PREVIOUS CHANGE ORDER (INCREASE) \$ N/A
 THIS CHANGE ORDER (INCREASE) \$ 0.00
 TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 122,800.00

FUNDING NUMBER/ACCOUNT NUMBER N/A

PROPOSED BY:  DATE: 2/27/2026
 CONSULTANT

REQUESTED BY:  DATE: 2/27/2026
 AUD PROJECT MANAGER

SUBMITTED BY:  DATE: 27 Feb 26
 DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
 COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
 ADMINISTRATOR

APPROVED BY: _____ DATE: _____
 MAYOR



Engineering Services Committee Meeting

March 10, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the February 24, 2026 Engineering Services Committee.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee Meeting

Meeting Date: March 10, 2026

GDOT Standard Utility Agreement

- Department:** Utilities
- Presenter:** Wes Byne, Director
- Caption:** GDOT Standard Utility Agreement
- Background:** During the development of Weatherstone Townhomes and the mixed used area, off Gordon Highway, it was discovered that Cyber Development would need to deed GDOT some additional right-of-way abutting Gordon Highway for turning lanes going into the complex.
- Analysis:** Augusta has critical infrastructure, in the form of a water pipe that feeds both the medical prison and Fort Gordon, within the required new right-of-way. It may become necessary, in the future, for the pipeline to be relocated. This agreement with GDOT calls states that GDOT will be responsible for the costs of relocating the pipeline, should the need arise.
- Financial Impact:** None
- Alternatives:** Disapprove the GDOT Standard Utility Agreement.
- Recommendation:** Approve and accept the GDOT Standard Utility Agreement.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

Account No. – Class: 733005 – 309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

LOCAL AGENCY: **Augusta, Georgia**
ADDRESS: **535 Telfair Street,**
Augusta, Georgia 30901
TAX PARCEL ID NO.: **2 TRACT 1; 2TRACT 2 & 3**

THIS AGREEMENT, made this _____, by
and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the
DEPARTMENT, first party, and Augusta, Georgia hereinafter called the LOCAL AGENCY, second party.

W I T N E S S E T H:

WHEREAS, a third-party, Cyber Development, LLC, in connection with the development of
an adjacent parcel, donated property to the DEPARTMENT along Gordon Hwy/SR 10 in Richmond
County, Georgia; and

WHEREAS, the LOCAL AGENCY has existing property interests located along **Gordon
HWY/SR 10 / Parcel 2 Tract 1 (0.016 acres); Parcel 2 Tract 2 (0.019) and Parcel 3 (0.839)** with
property interests located upon a right-of-way or easement with rights to install, operate and maintain such
facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the attached plat. The
existing facilities are not currently in conflict with the highway; however, if they are later found to be in
conflict, they will be relocated or adjusted, if necessary, to accommodate the highway and/or future
proposed highway construction; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY desire to enter into an
agreement relative to the encroachment of the easement upon which the facilities are located on the right-
of-way.

NOW, THEREFORE, in consideration of One & No/100 Dollars (\$1.00) in hand paid and
other valuable considerations received by the LOCAL AGENCY and further in consideration of the
premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing
property interests at the locations shown on the attached plat and grants to the DEPARTMENT the
right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY 'S
right-of-way or easement under the terms and conditions as herein stated.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

2. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the LOCAL AGENCY 'S rights-of-way or easement located within the limits of the right-of-way acquired by the DEPARTMENT

2. 3. The LOCAL AGENCY agrees to relocate or adjust existing LOCAL AGENCY facilities if later found in conflict with the highway and/or any future highway construction projects. All costs incurred by the LOCAL AGENCY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities.

4. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY 'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the acquired right-of-way.

5. The DEPARTMENT agrees to notify the LOCAL AGENCY when a highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will relocate or adjust its facilities, if necessary.

6. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

7. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

AUGUSTA, GEORGIA

CHAIRMAN

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:
PROJECT Nos.: N/A
COUNTY: Richmond
P.I. Nos.: A-245-011828-2
DATE: October 8, 2025, FB
DEPARTMENT OF TRANSPORTATION
BY: _____
COMMISSIONER

(OFFICIAL SEAL OF THE DEPARTMENT)

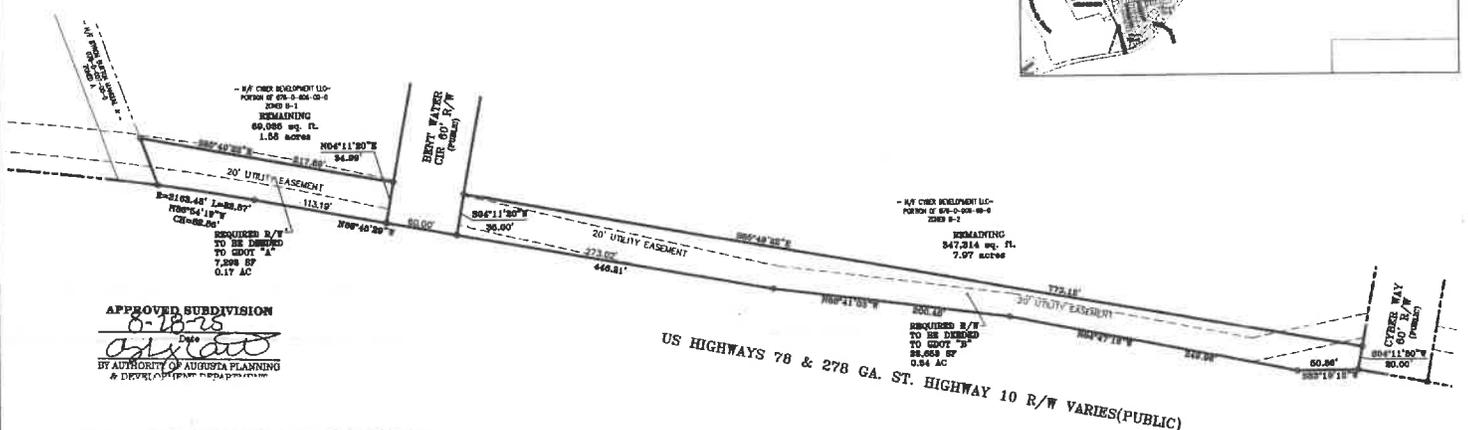
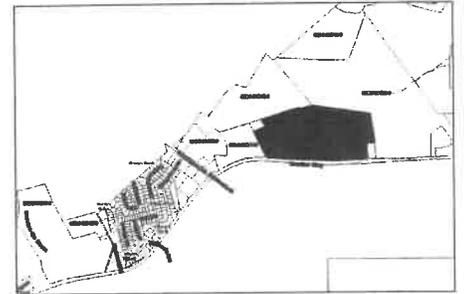
I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

D: PLAT B: 21 P: 16
Recorded: 09/26/2025 04:34 PM
Doc # 2025028344 Pages: 1 Fees: \$10.00
Hester Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

NOTES:

1. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 7/15/24.
2. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 10,000. 3" PER ANGLE, COMPASS RULE ADJUSTED.
3. PLAT CLOSURE: 1 PART IN 616,876.
4. MINIMUM LENGTH OF BEARS AT PROPERTY CORNERS WILL BE 18".
5. THIS PROPERTY IS NOT WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP PANEL No. 13246C0205G, DATED 11/15/18.
6. REF FINAL PLAT FOR WEATHERSTONE TOWNHOMES, BY JAMES G SWIFT AND ASSOCIATES, DATED 7/16/24.



APPROVED SUBDIVISION
[Signature]
 BY AUTHORITY OF AUGUSTA PLANNING
 & DEVELOPMENT DEPARTMENT

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

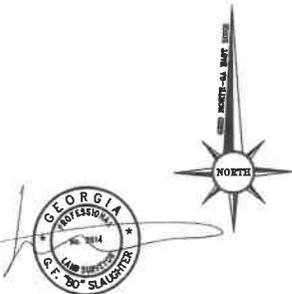
SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERK'S COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

S.F. BOYD REGISTERED LAND SURVEYOR 2614 DATE 3/12/25
 PARTISAN ID: 418372843

SUBDIVISION CERTIFICATION
 AS REQUIRED BY SUBSECTION (c) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE APPROVED BY WRITING THAT APPROVAL IS NOT REQUIRED.

G.F. SLAGHTER REGISTERED LAND SURVEYOR 2614 DATE 3/12/25

NOTES
 THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



A
 RIGHT OF WAY PLAT
 FOR
CYBER DEVELOPMENT LLC
 PROPERTY LOCATED AT 2933 GORDON HWY
 AUGUSTA, GEORGIA
 FEBRUARY 21, 2025

SCALE: 1" = 60'
 60' 0 60'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30609
 Phone: (706) 869-8803

D: DEED B: 1779 P: 621

05/07/2021 10:50 AM

Doc # 2021015985 Pages: 4 Rec Fees: \$25.00

Transfer Tax: \$0.00

Hattie Holmes Sullivan

Clerk of Superior Court, Augusta-Richmond County, GA

eFile Participant IDs: 0747371193,

RETURN TO
William A. Troter III
TROTER JONES LLP
3527 Walton Way East
Augusta, Georgia 30909
Phone: (706) 737-4138
Fid. No. 36132

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this ^{7th} day of April, 2021 between RONALD WILLIAM POWELL, hereinafter called the Grantor, and CYBER DEVELOPMENT, LLC, hereinafter called Grantee.

WITNESSETH:

That the said Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, in hand well and truly paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged has bargained, granted, sold, aliened, conveyed, and confirmed, and by these presents does bargain, grant, sell, alien, convey and confirm unto the said Grantee, his successors and assigns, the Property described on Exhibit A subject to the Permitted Exception listed on Exhibit B.

Together with all and singular the rights, ways, easements, members, privileges and appurtenances to the Property, being, belonging, or in any way appertaining, and the rents, reversions, issues and profits thereof and of every part thereof

To Have and To Hold the Property, and all and singular said rights and privileges, unto the said Grantee, in FEE SIMPLE forever.

And the said Grantor shall and will warrant and forever defend by virtue of these presents, the Property unto the said Grantee against the Grantor, and all and every other person or persons, claiming under Grantor.

IN WITNESS WHEREOF, the said Grantor has affixed his hand and seal hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:
Plain Witness


RONALD WILLIAM POWELL (L.S.)

Notary Public, State of Georgia
My Commission Expires 06/19/2025

Sankar Thomannagari
NOTARY PUBLIC
Columbia County, GEORGIA
My Commission Expires 06/19/2025

REALTY
REEL
#484

GEORGIA DEPARTMENT OF TRANSPORTATION
P.O. BOX #8, TENNILLE, GEORGIA 31089
RIGHT OF WAY DEED *A.H.M. Pat. Boatright*

RICHMOND COUNTY, GA.
CLERK, SUPERIOR COURT
FILED RICHMOND COUNTY
GEORGIA

REEL 484 PAGE 792
PROJECT NO. STP-004-2(35)
P.I. NO. 221532

95 FEB 28 PM 1:09

THIS CONVEYANCE made and executed the 28th day of February, 1995.

WITNESSETH

Virginia Rollins May, the undersigned (hereinafter referred to as GRANTOR) is the owner of a tract of land in RICHMOND County through which the GORDON HIGHWAY WIDENING, known as Project # STP-004-2(35), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and/or 84 Georgia Militia District of RICHMOND County, Georgia, and being more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.035 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated MARCH 4, 1994; REVISED JANUARY 3, 1995, said plat attached hereto and made a part of this deed as Exhibit B.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered Virginia Rollins May (L.S.)
this 28th day of February, VIRGINIA ROLLINS MAY
19 95, in the presence of: RICHMOND COUNTY, GEORGIA (L.S.)

Ronald Brantly (L.S.)
Real Estate Transfer Tax

Witness Parce C. Johnson (L.S.)
P.S. 110 FEB 018

Parce C. Johnson
Notary Public
Parce C. Johnson
Clerk of Superior Court

ORIGINAL REEL RECORDED
REEL 484 PAGE 792
WIP ID: 214952

DOT 118/REV. 08-90

REALTY
REEL
#484

REEL 484 PAGE 793

EXHIBIT A

PROJECT NO.: STP-004-2(35) RICHMOND County
P. I. NO.: 221532
PARCEL NO.: 2 TRACT 1
TAKE: 0.016 acres
DATE OF R/W PLANS: MARCH 4, 1994
REVISION DATE: JANUARY 3, 1995

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and the 84 Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 80.0000 feet Left of and opposite Station 515+59.8384 on the construction centerlines of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-2(35) From a Point Beginning on a curve, said curve having central angle 001-28'59", radius 1496.8253 feet, chord bearing S 86-16'30.4"E, and chord distance 38.7395 feet. Along the said curve for an arc distance of 38.7406 feet to the end of the curve. Thence S 85-32'01.1"E for 84.0279 feet to a point on the boundary. Thence N 26-00'00.9"W for 12.3394 feet to the beginning of a curve, said curve having central angle 003-05'51", radius 2163.4829 feet, chord bearing S 89-01'40.1"W, and chord distance 116.9446 feet. Along the said curve for an arc distance of 116.9588 feet to the end of the curve. and the Point of Beginning. Containing 0.016 acres

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accommodate the improvement of said road within the easement area shown colored orange on the above mentioned plat.

REEL 484 PAGE 794

REALTY
REEL
#484

EXHIBIT A

PROJECT NO.: STP-004-3(35) RICHMOND County
P. I. NO.: 221532
PARCEL NO.: 2 TRACT 2
TAKE: 0.019 acres
DATE OF R/W PLANS: MARCH 4, 1995
REVISION DATE: JANUARY 3, 1995

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and the 8: Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 100.000 feet Left of and opposite Station 512+55.0000 on the construction centerline of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-3(35) From a Point Beginning on a curve, said curve having central angle 002-00'22", radius 1496.8253 feet, chord bearing N 81-46'39.6"E, and chord distance 52.4083 feet. Along the said curve for an arc distance of 52.4110 feet to the end of the curve. Thence N 09-31'44"W for 16.829 feet to a point on the boundary. Thence S 79-47'01"W for 52.759 feet to a point on the boundary. Thence S 10-54'14"E for 15.005 feet to the Point of Beginning. Containing 0.019 acres

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accomodate the improvement of said road within the easement area shown colored orange on the above mentioned plat.

REEL 606 PAGE 428

Return to: Carl P. Dowling
1500 First Union Bank Bldg DEPARTMENT OF TRANSPORTATION DOT 118
699 Wood St. P.O. BOX 9 TOWSON, GA 31089
Augusta, GA 30910 RIGHT OF WAY DEED 08/90

GEORGIA, RICHMOND COUNTY PROJECT NO. STP-004-3(35)
P.I. NO. 221532

THIS CONVEYANCE made and executed the 18 day of June, 19 98.

WITNESSETH that BYRON BURTON MANGUM, JR., the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in RICHMOND County through which the GORDON HIGHWAY WIDENING, known as Project No. STP-004-3(35), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot N/A of the N/A Land District and/or 90 Georgia Militia District of RICHMOND County, Georgia, and being more particularly described on Exhibit 'A' attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.839 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated MARCH 4, 1994; revised MARCH 25, 1998, said plat attached hereto and made a part of this deed as Exhibit 'B'.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered this 18 day of June, 19 98, in the presence of:

Byron Burton Mangum, Jr. (L.S.)
BYRON BURTON MANGUM, JR. (L.S.)

Witness _____ (L.S.)

Witness _____ (L.S.)

Notary Public _____ (L.S.)

NOTARY PUBLIC, RICHMOND COUNTY, GEORGIA
MY COMMISSION DATES BEGINNING _____

ORIGINAL REEL RECORDED
REEL 606 PAGE 428
HIP ID: 366242

RICHMOND COUNTY, GEORGIA
Real Estate Transfer Tax
Paid: \$ 5.00
Date: 6-4-98
Elaine C. Johnson
Elaine C. Johnson
Clerk of Superior Court

REEL 606 PAGE 429

EXHIBIT A

PROJECT NO.: STP-004-3(35) RICHMOND County
 P. I. NO.: 221532
 PARCEL NO.: 3
 TAKE: 0.839 acres
 DATE OF R/W PLANS: MARCH 4, 1994
 REVISION DATE: MARCH 25, 1998

All that tract or parcel of land lying and being in Land Lot N/A of the N/A Land District and the 90 Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 77.3189 feet LEFT of and opposite Station 516+73.7932 on the construction centerline of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-3(35) From the Point of Beginning.

Thence S 85°32'01" E for 1224.5974 feet to the beginning of a curve, said curve having central angle -6°37'12", radius 4114.5971 feet, chord bearing S 88°41'40" E, and chord distance 453.7633 feet. Along the said curve for an arc distance of 453.9935 feet to the end of the curve.

Thence N 1°51'24" W for 2.000 feet to the beginning of a curve, said curve having central angle -1°14'16", radius 4112.5971 feet, chord bearing N 87°03'12" E, and chord distance 84.8531 feet. Along the said curve for an arc distance of 84.8547 feet to the end of the curve.

Thence N 86°57'44" E for 646.3917 feet to a point on the boundary.

Thence N 10°46'28" W for 11.8811 feet to a point on the boundary.

Thence S 86°57'45" W for 673.7104 feet to the beginning of a curve, said curve having central angle 1°45'37", radius 3739.7186 feet, chord bearing S 87°48'11" W, and chord distance 109.7196 feet. Along the said curve for an arc distance of 109.7235 feet to the end of the curve.

Thence N 85°28'05" W for 195.9707 feet to the beginning of a curve, said curve having central angle 2°39'28", radius 3724.7186 feet, chord bearing N 87°05'14" W, and chord distance 164.9879 feet. Along the said curve for an arc distance of 165.0014 feet to the end of the curve.

Thence N 85°49'06" W for 180.7902 feet to a point on the boundary.

Thence S 82°52'18" W for 50.9902 feet to a point on the boundary.

Thence N 84°40'21" W for 250.0500 feet to a point on the boundary.

Thence N 88°40'50" W for 200.2498 feet to a point on the boundary.

Thence N 85°49'06" W for 446.4292 feet to the beginning of a curve, said curve having central angle -3°46'31", radius 2163.4829 feet, chord bearing N 87°37'15" W, and chord distance 136.1097 feet. Along the said curve for an arc distance of 136.1322 feet to the end of the curve.

Thence S 35°28'58" E for 3.0112 feet to the Point of Beginning.

Containing 0.839 acres more or less.

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accommodate the improvement of said road within the area shown colored orange on the attached plat.

ALSO granted in consideration of the benefit to my property, is the right to enter upon my land for the purpose of constructing a driveway within the easement area shown colored pink on the above mentioned plat. Said easement will expire upon completion and final acceptance of said project by the Department of Transportation.

REEL 606 PAGE 431

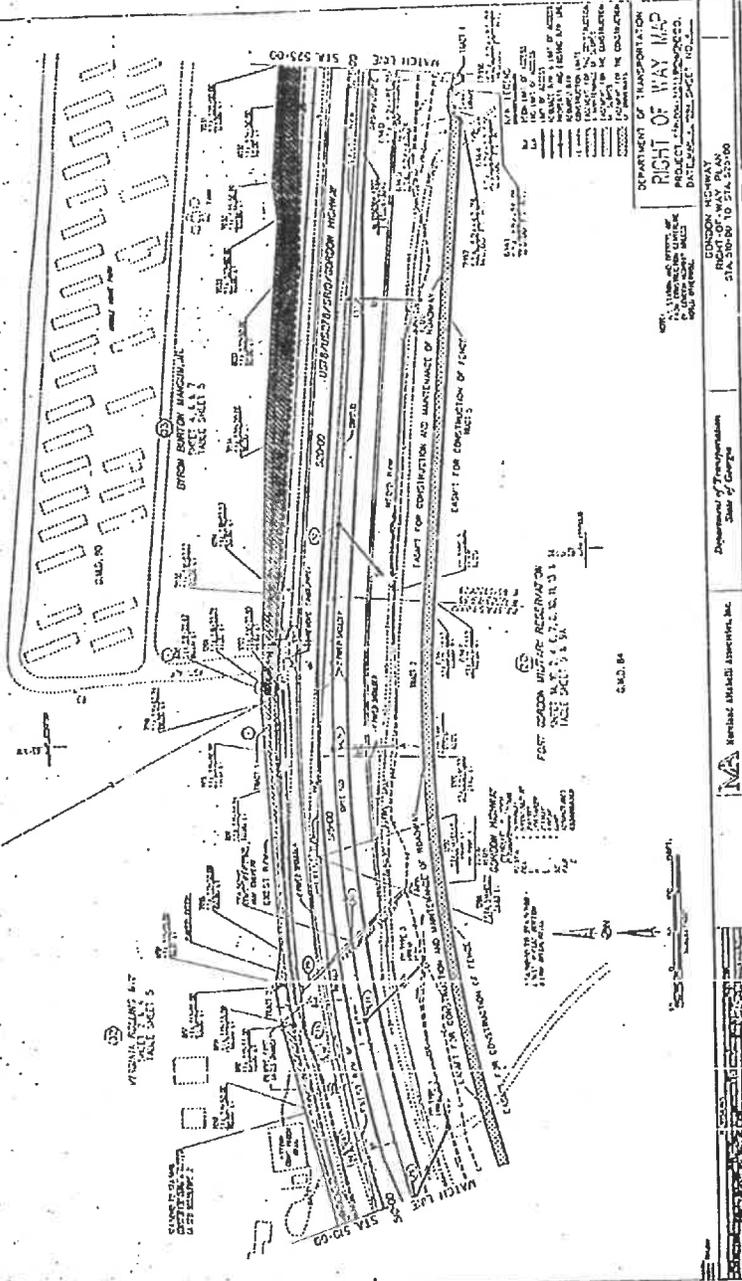


EXHIBIT B

REEL 606 PAGE 432

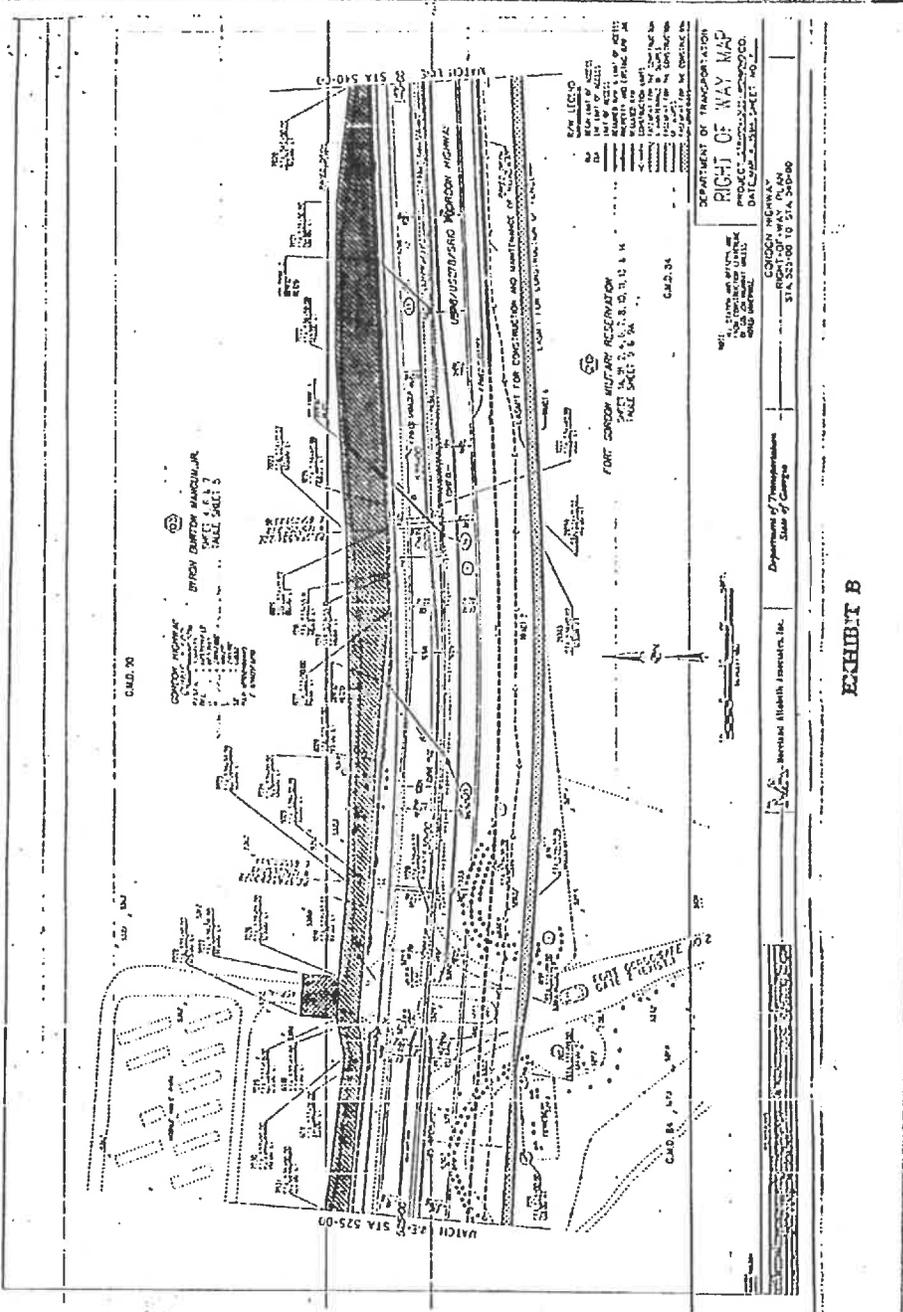


EXHIBIT B

BENJAMIN F. MCELREATH
HULL BARRETT, PC
801 Broad Street, Floor 7
Augusta, Georgia 30901-1231
706.828.2042 File No. 10570-1706

D: DEED B: 1980 P: 827 RWD
08/22/2025 10:51 AM
Doc # 2025027695 Pages: 4 Rec Fees: \$25.00
Transfer Tax: \$0.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

**GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET N.W., ATLANTA GEORGIA 30306**

RIGHT-OF-WAY DEED

GEORGIA, RICHMOND COUNTY

STATE ROUTE NO. 10
PERMIT NO. A-245-011828-2

THIS CONVEYANCE made and executed the 10th day of July, 2025.

WITNESSETH that CYBER DEVELOPMENT, LLC the undersigned (hereinafter referred to as "Grantor") is the owner of a tract of land in RICHMOND COUNTY through which the highway, known as State Route 10 , has been laid out by the DEPARTMENT OF TRANSPORTATION being more particularly described in a map and drawing of said road in the office of the Department of Transportation, One Georgia Center, 600 West Peachtree Street N.W. Atlanta Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right-of-way for said road as surveyed, being more particularly described as follows:

All that tract of parcel of land lying and being in the 119th Georgia Militia District of Richmond County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right-of-way is hereby conveyed, consisting of 0.71 acres, more or less, as shown colored yellow on the plat of the property prepared by James G. Swift & Associates, dated February 21, 2025; revised N/A, said plan attached hereto and made part of this deed as Exhibit "B".

Parcel No.: Portion of 078-0-006-00-0

STATE ROUTE NO. 10
PERMIT NO. A-245-011828-2

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

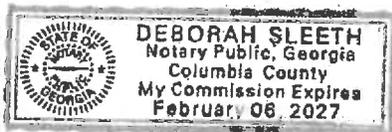
CYBER DEVELOPMENT , LLC

Signed, Sealed and Delivered
this 10 day of July
2025, in the presence of:

By: T. R. Reddy (L.S.)
T. R. Reddy, Manager /Member

[Signature]
Witness

[Signature]
Notary Public



Parcel No. Portion of 078-0-006-000

TO 118
Revised 07/15/2009

EXHIBIT "A"
(Property Description)

ALL that tract or parcel of land situate, lying and being in the State of Georgia, County of Richmond, 119th GMD, consisting of 0.71 acre, more or less, as shown on the plat of the property prepared for Cyber Development, LLC, by James G. Swift and Associates under date of February 21, 2025, and attached hereto.

TAX Map & Parcel No. PORTION OF 078-0-006-00-0

{02229686-1}



Engineering Services Committee Meeting

Meeting Date: March 10, 2026

Brittany Oaks Subdivision

- Department:** Utilities
- Presenter:** Wes Byne, Director
- Caption:** Brittany Oaks Water and Sanitary Sewer Dedication Documents
- Background:** During the development of Brittany Oaks, off Tobacco Road, a water distribution system and a sanitary sewer system were constructed.
- Analysis:** Both systems have passed all testing and are ready to be added to Augusta’s system.
- Financial Impact:** Future payments for water and sanitary sewer from homes constructed in the subdivision.
- Alternatives:** Disapprove the water and sanitary sewer dedication documents from Brittany Oaks.
- Recommendation:** Approve and accept the water and sanitary sewer dedication documents Easement Deed from Brittany Oaks.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
BRITTANY OAKS
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between the Developer, TBR TOWNHOMES LLC, a limited liability company established under the laws of South Carolina, hereinafter referred to as the "TBR", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS TBR has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Brittany Oaks, as shown by a Deed of Dedication (Deed), contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the developer, TBR, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

NOW THEREFORE in consideration of the premises, the expense previously incurred by TBR and the mutual agreement hereinafter set out, IT IS AGREED that:

- (1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.
- (2) TBR agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (3) TBR agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in

said subdivision described in the Deed due to failure or poor workmanship, that TBR shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify TBR and set forth in writing the items in need of repair. TBR shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, TBR is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at TBR'S expense and allow TBR time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event TBR fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and TBR agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) TBR agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term TBR or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term TBR shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, TBR has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

TBR TOWNHOMES, LLC
a South Carolina company

[Signature]
Witness

By: [Signature]
Jason H. Brittain
Member/Manager

[Signature]
Notary Public

State of South Carolina

County of Aiken

My Commission Expires: 5/29/30

Attest: [Signature]
Todd Gaul
Member/Manager



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
BRITTANY OAKS
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets**

In this agreement, wherever herein TBR, HORTON or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **TBR TOWNHOMES, LLC**, a limited liability company established under the laws of the State of South Carolina, hereinafter known as “TBR”, owns a tract of land in Augusta, Georgia, presently known as 3303 Firestone Drive (PIN 141-0-004-04-0), on which TBR has constructed a residential subdivision known as Brittany Oaks (the “subdivision”), as shown on that certain plat of Brittany Oaks, prepared by Southern Partners, Inc., dated August 14, 2024, revised December 10, 2024 and February 4, 2025, approved by the Augusta-Richmond County Planning Commission on March 18, 2025, and the Augusta Commission on March 18, 2025, and recorded on April 8, 2025, in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 135-137, and to which reference is hereby made for a better description as to its metes and bounds; and

WHEREAS **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as “HORTON”, joins in this Deed of Dedication as the owner of certain lots within the subdivision; and

WHEREAS, as shown and depicted on the plat, the subdivision has been developed with a water distribution system and gravity sanitary sewer system; and

WHEREAS it is the desire of TBR and HORTON to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as “AUGUSTA”, for maintenance and control; and

WHEREAS it is agreed that this document shall run with the land; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS TBR and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS TBR and HORTON further agree that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this ____ day of _____ 2025, between TBR and HORTON as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That TBR and HORTON , their successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, have and do by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

TBR and HORTON also grant to AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

TBR and HORTON agree that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND TBR and HORTON, their successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, TBR has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

TBR TOWNHOMES, LLC
a South Carolina company

[Signature]
Witness

By: [Signature]
Jason H. Brittain
Member/Manager

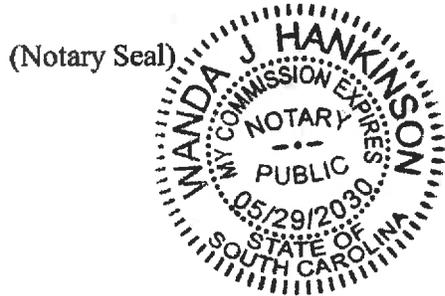
[Signature]
Notary Public

State of South Carolina

County of Aiken

My Commission Expires: 5/29/30

Attest: [Signature]
Todd Gaul
Member/Manager



IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered this 30th day of April, 2025 in the presence of:

GRANTOR:

D.R. HORTON, INC., a Delaware corporation



Unofficial Witness

By: 

Name: Shamy Mahler
Title: Vice President

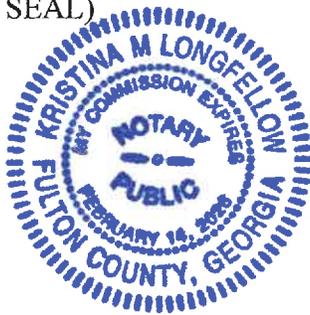


Notary Public

My Commission Expires: 2-14-2026

[CORPORATE SEAL]

(NOTARY SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

D: PLAT B: 20 P: 135
Recorded: 04/08/2025 05:38 PM
Doc # 2025016180 Pages: 3 Fees: \$30.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

APPROVED FINAL PLAT
(Not Valid until signed)
Augusta-Richmond County
Planning Commission
Date Approved: 3-18-25
Jeffrey P. Doolittle (PLM)
William F. Wood

APPROVED FINAL PLAT
(Not Valid until signed)
Augusta-Richmond County
Planning Commission
Date Approved: 3-18-25
Jeffrey P. Doolittle (PLM)
William F. Wood



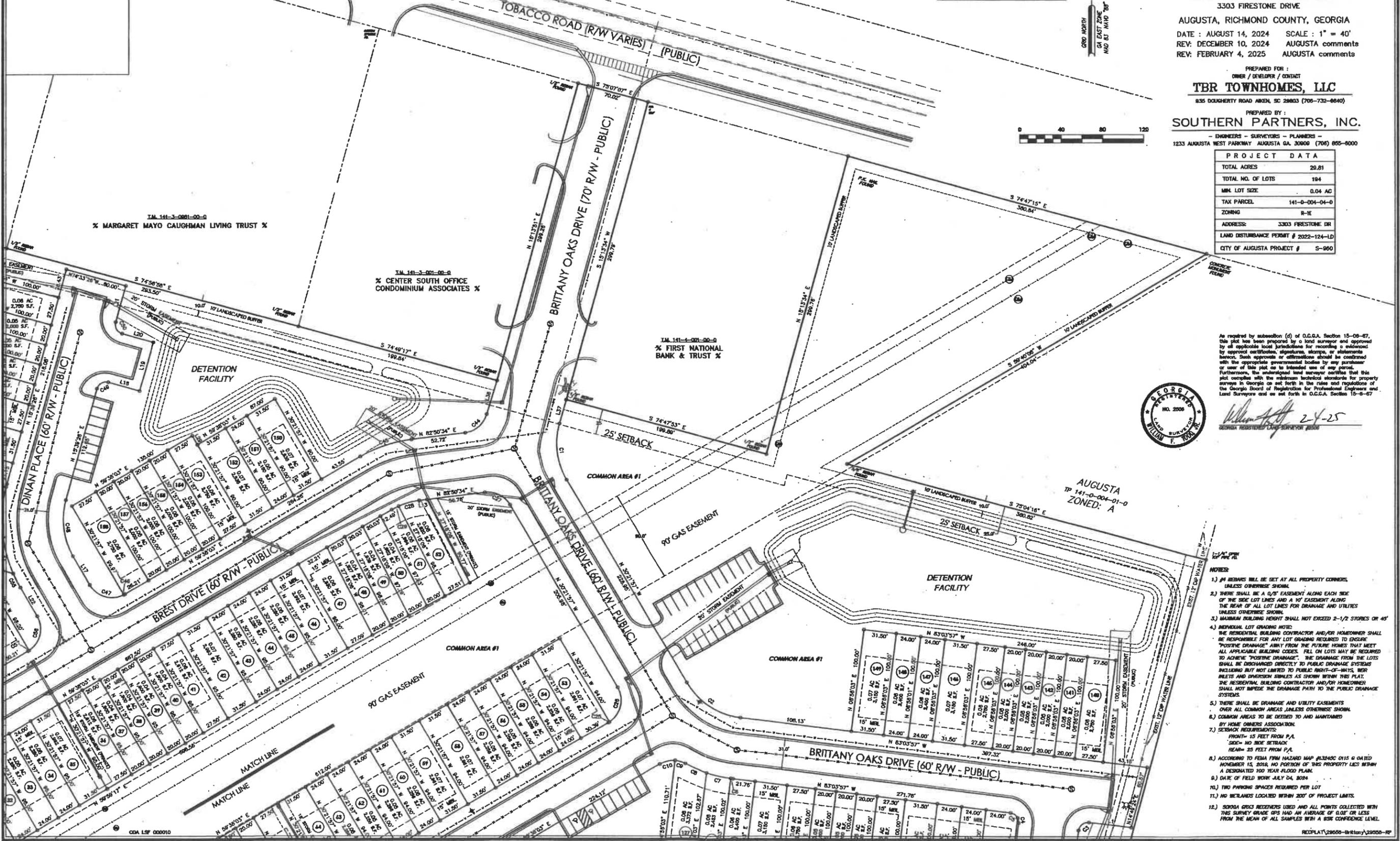
FINAL PLAT SUBDIVISION OF BRITTANY OAKS

PROPERTY LOCATED IN THE 86TH G.M.D.
3303 FIRESTONE DRIVE
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE: AUGUST 14, 2024 SCALE: 1" = 40'
REV: DECEMBER 10, 2024 AUGUSTA comments
REV: FEBRUARY 4, 2025 AUGUSTA comments

PREPARED FOR:
OWNER / DEVELOPER / CONTACT
TBR TOWNHOMES, LLC
835 DOLGHERTY ROAD Aiken, SC 29803 (706-732-6640)

PREPARED BY:
SOUTHERN PARTNERS, INC.
ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA GA, 30909 (706) 855-8000

PROJECT DATA	
TOTAL ACRES	29.61
TOTAL NO. OF LOTS	194
MIN. LOT SIZE	0.04 AC
TAX PARCEL	141-0-004-04-0
ZONING	R-1E
ADDRESS	3303 FIRESTONE DR
LAND DISTURBANCE PERMIT #	2022-124-LD
CITY OF AUGUSTA PROJECT #	S-960



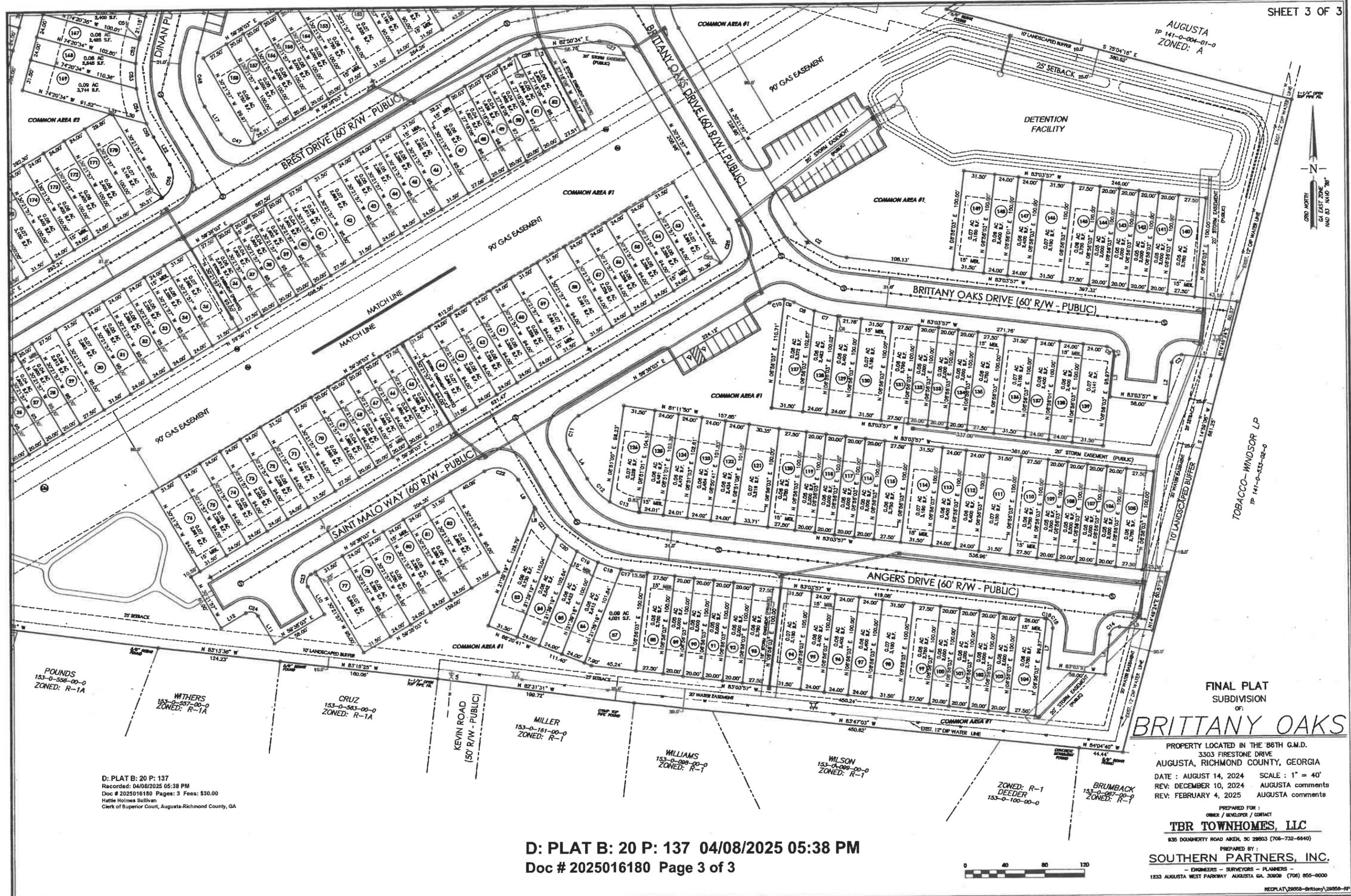
As required by subsection (d) of O.C.G.A. Section 15-09-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording a subdivision by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-9-67.



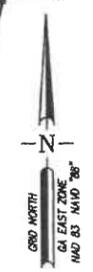
William F. Wood 2-4-25
Georgia Registered Professional Surveyor

AUGUSTA
TR 141-0-004-01-0
ZONED: A

- NOTES:
- 1) ALL IRREGULAR CORNERS WILL BE SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE SHOWN.
 - 2) THERE SHALL BE A 6" EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 - 3) MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 2-1/2 STORES OR 45'
 - 4) INDIVIDUAL LOT GRADING NOTES:
THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT GRADING REQUIRED TO ENSURE "POSITIVE DRAINAGE" AWAY FROM THE FUTURE HOMES THAT MEET ALL APPLICABLE BUILDING CODES. FILL ON LOTS MAY BE REQUIRED TO ACHIEVE "POSITIVE DRAINAGE". THE DRAINAGE FROM THE LOTS SHALL BE DISCHARGED CORRECTLY TO PUBLIC DRAINAGE SYSTEMS INCLUDING BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAY, SEWER INLETS AND DIVERSION SMOLES AS SHOWN WITHIN THIS PLAT. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPERE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
 - 5) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL COMMON AREAS UNLESS OTHERWISE SHOWN.
 - 6) COMMON AREAS TO BE DEEDED TO AND MAINTAINED BY HOME OWNERS ASSOCIATION.
 - 7) SETBACK REQUIREMENTS:
FRONT- 15 FEET FROM P.A.
SIDE- NO SIDE SETBACK
REAR- 25 FEET FROM P.A.
 - 8) ACCORDING TO FEMA FIRM HAZARD MAP #13040C 0115 G DATED NOVEMBER 15, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN.
 - 9) DATE OF FIELD WORK: JULY 04, 2024
 - 10) TWO PARKING SPACES REQUIRED PER LOT
 - 11) NO WETLANDS LOCATED WITHIN 200' OF PROJECT LIMITS.
 - 12) SODIRA GPS RECEIVERS USED AND ALL POINTS COLLECTED WITH THIS SURVEY GRADE GPS HAD AN AVERAGE OF 0.00" OR LESS FROM THE MEAN OF ALL SAMPLES WITH A 95% CONFIDENCE LEVEL.



AUGUSTA
 TP 141-0-004-01-0
 ZONED: A



**FINAL PLAT
 SUBDIVISION
 OF:
 BRITTANY OAKS**

PROPERTY LOCATED IN THE '86TH G.M.D.
 3303 FIRESTONE DRIVE
 AUGUSTA, RICHMOND COUNTY, GEORGIA
 DATE : AUGUST 14, 2024 SCALE : 1" = 40'
 REV: DECEMBER 10, 2024 AUGUSTA comments
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PREPARED FOR:
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TBR TOWNHOMES, LLC
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SOUTHERN PARTNERS, INC.
 ENGINEERS - SURVEYORS - PLANNERS -
 1233 AUGUSTA WEST PARKWAY AUGUSTA GA 30909 (706) 856-0000

D: PLAT B: 20 P: 137
 Recorded: 04/08/2025 05:38 PM
 Doc # 2025016180 Pages: 3 Fees: \$30.00
 Hattie Holmes Sullivan
 Clerk of Superior Court, Augusta-Richmond County, GA

D: PLAT B: 20 P: 137 04/08/2025 05:38 PM
Doc # 2025016180 Page 3 of 3





Engineering Services Committee

Meeting Date: March 10th, 2026

AUD Metering Project GEFA Loan

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve Utilities GEFA Loan Acceptance

Background: AUD is undertaking a 5-year meter replacement and upgrade project. This project will result in the replacement of almost all water meters in the system and the upgrade of all meters to our AMI system. AUD applied and was approved for a low interest loan for this program from GEFA under the Drinking Water State Revolving Fund.

Analysis: AUD will use funds from this loan to pay for the project in order to not draw from other existing funds that are planned for use for other system upgrade and safety projects. The total loan amount is \$35,935,500.

Financial Impact: There is a \$539,032.50 origination fee.

Alternatives: None

Recommendation: Approve GEFA loan acceptance.

Funds are available in the following accounts: GL 506-00-0000-3933110

REVIEWED AND APPROVED BY: N/A

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
 - A computer or mobile device with internet access
 - A current web browser that includes 128-bit encryption
 - Software capable of viewing and printing PDF files
 - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name: _____
- Electronic Signature: _____
- Date: _____

Contact Information: If you have any questions or concerns regarding electronic signature and consent, please contact Susan Lucki, Director of Administration, at slucki@gefa.ga.gov.

Loan/Project No. DW2025010
Assistance Listing Number (ALN): # 66.468

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between _____, AUGUSTA-RICHMOND COUNTY, a Georgia public body corporate and politic (the “**Borrower**”), whose address for purposes of this Agreement shall be _____, 452 Walker Street, Suite 200, Augusta Richmond, GA 30906, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Avenue SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower THIRTY FIVE MILLION NINE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED **DOLLARS AND ZERO CENTS (\$ 35,935,500)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) June 1, 2031, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to \$ 35,935,500 which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of ONE AND 50/100 percent (1.5 %) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall

be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely

affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by May 13, 2026. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

AUGUSTA-RICHMOND COUNTY

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Trey Bennett
Executive Director

(SEAL)

**EXHIBIT A
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK**

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

This project consists of installation of new water meters, an AMI system, and related appurtenances.

**EXHIBIT A
PAGE 2 OF 3**

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

ITEM	TOTAL	DWSRF			
Construction	\$34,685,500	\$34,685,500			
Contingency	\$500,000	\$500,000			
Engineering/Inspection	\$500,000	\$500,000			
Administrative/Legal	\$250,000	\$250,000			
TOTAL	\$35,935,500	\$35,935,500	\$0.00	\$0.00	\$0.00

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2025
Bid Opening	JANUARY 2026
Notice to Proceed	FEBRUARY 2026
Completion of Construction	FEBRUARY 2031

Loan/Project No. DW2025010

AUGUSTA-RICHMOND COUNTY

SPECIMEN PROMISSORY NOTE

\$ 35,935,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the “**Borrower**”) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the “**Lender**”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of THIRTY FIVE MILLION NINE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED **DOLLARS AND ZERO CENTS** (**\$** 35,935,500), or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to FOUR AND 39/100 **PERCENT CONSTRUCTION INTEREST RATE** (4.39 %), calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined). Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) June 1, 2031, or (3) the date that the loan evidenced by this Note is fully disbursed (the “**Amortization Commencement Date**”).

Thereafter the Amortization Commencement Date, principal of and interest, on this Note shall be payable in TWO HUNDRED THIRTY NINE (239) consecutive monthly installments equal to the Installment Amount (as hereinafter defined) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter at a rate per annum equal to, TWO AND 39/100 **PERCENT PERMANENT INTEREST RATE** (2.39 %), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 20 years from the Amortization Commencement Date (the “**Maturity Date**”).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

EXHIBIT B
PAGE 2 OF 3

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender’s processing fee, as published from time to time in the Lender’s fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

**EXHIBIT B
PAGE 3 OF 3**

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

AUGUSTA-RICHMOND COUNTY

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

EXHIBIT C
PAGE 2 OF 2

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

None.

FEDERAL REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) 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;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

EXHIBIT D
PAGE 3 OF 6

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person 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 any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Reserved.

EXHIBIT D
PAGE 4 OF 6

- 8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
- 9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive \$ 0 of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

- 10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States in accordance with the "American Iron and Steel Requirement" – section 608, and all iron & steel, manufactured products, and construction materials will comply with "Build America Buy America Requirement" unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement and/or the Build America Buy America Requirement is not applicable to the Project.
- 11. Reserved.
- 12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
- 13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron

EXHIBIT D
PAGE 5 OF 6

and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts.”

- 14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

- 15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder’s name with point of contract;
- 2) Bidder’s mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder’s status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

- 16. Pursuant to 2 CFR §200.216, Borrower is prohibited from procuring or obtaining covered telecommunications equipment or services, extending, or renewing a contract to procure or obtain covered telecommunications equipment or service or enter into a contract to procure or obtain covered telecommunications equipment or services as defined in Section 889 of Public Law 115-232.

- 17. Pursuant to the Safe Drinking Water Act §1452(a)(2), any land acquired through DWSRF program must be from a willing seller.

FINANCIAL COVENANTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

None.

OPINION OF BORROWER’S COUNSEL
(Please furnish this form on Attorney’s Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Avenue SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the AUGUSTA-RICHMOND COUNTY (the “Borrower”), I have examined duly executed originals of the Loan Agreement (the “Loan Agreement”), Loan/Project No. DW2025010, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “Lender”), the related Promissory Note (the “Note”) of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the “Credit Documents”), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

EXHIBIT E
PAGE 2 OF 2

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXHIBIT F

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$ 35,935,500 from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)



Commission Committee Meeting

Meeting Date: 3/3/2026

Rental of generators for Ice and Snow Storm – Emergency Procurement

- Department:** 4416
- Presenter:** Wes Byne
- Caption:** Notification of emergency rental of 6 - 100KW generators and 4 - 55KW generators for Ice and Snowstorm 2026 in January.
- Background:** Emergency notification for information only for the rental of generators for the preparation of 2026 Winter Storms in January of 2026. In preparation for the inclement weather, the Utilities Department rented 6 - 100KW generators and 4 - 55KW generators in case of widespread power outages.
- Analysis:** This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only.
- Financial Impact:** \$ 33,196.25 is the impact and there are funds available
- Alternatives:** None Recommended.
- Recommendation:** Approve the rental Purchase
- Funds are available in the following accounts:** 506-04-3580-5224214
- REVIEWED AND APPROVED BY:** N/A

**AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION**

January 2026 Winter Storm Item 9.

CHECK ALL THAT APPLY:

DATE: 2/2/2026
DIVISION Facilities Maintenance

FUND #: 506043580 5224214

- | | | | | | |
|-----------------------------------|---|--------------------------------------|---------------------------------------|------------------------------------|---|
| <input type="checkbox"/> WATER | <input checked="" type="checkbox"/> EQUIPMENT | <input type="checkbox"/> CHEMICAL | <input type="checkbox"/> LAB | <input type="checkbox"/> IT | <input type="checkbox"/> ROUTINE |
| <input type="checkbox"/> SEWER | <input type="checkbox"/> TOOLS | <input type="checkbox"/> GASES | <input type="checkbox"/> UNIFORM | <input type="checkbox"/> SCADA | <input checked="" type="checkbox"/> EMERGENCY |
| <input type="checkbox"/> SUPPLIES | <input type="checkbox"/> SAFETY | <input type="checkbox"/> REPAIR | <input type="checkbox"/> LIFT STATION | <input type="checkbox"/> INVENTORY | <input type="checkbox"/> SOLE SOURCE |
| <input type="checkbox"/> SERVICE | <input type="checkbox"/> OFFICE | <input type="checkbox"/> MAINTENANCE | <input type="checkbox"/> OTHER | <input type="checkbox"/> BID ITEM | <input type="checkbox"/> PREFER ITEM |
| | | | | | <input type="checkbox"/> FIBER |

REQUISITION #

SHIP TO: 2822 Central ave. Augusta, Ga 30901		VENDOR:		Herc Rental					
		ADDRESS:		2017 RAWLEY ROAD AUGUSTA, GA 30906					
		PHONE #:		706-796-0823					
		QUOTED BY:		Nathan Stewert					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1.	100KW GENERATOR	6	3,495.00	20,970.00		0.00		0.00	
2.	55KW GENERATOR	4	2,195.00	8,780.00		0.00		0.00	
3.	GA PROPERTY TAX Recovery	1	314.55	314.55		0.00		0.00	
4.	GA PROPERTY TAX RECOVERY	1	131.70	131.70		0.00		0.00	
5.	Delivery Charge	1	1,500.00	1,500.00		0.00		0.00	
6.	Pick Up Charge	1	1,500.00	1,500.00		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				33,196.25		0.00		0.00	

JUSTIFICATION AND EXPLANATION FOR PURCHASE:
 Generator Rentals for January 2026 Winter Storm Prep to have at stations in case of loss of power for operations to continue without issues.
 R. A. # 57653863

REQUESTED BY: Renee Taylor APPROVED BY: Shanta A. Qtd

Jess Thompson for Wes Byne 02/26/2026



UTILITIES DEPARTMENT

**Wes Byne, P.E.
Director**

TO: Andy Penick
Director, Procurement Department

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

FROM: Stephen Orton

CC:

DATE: 2/2/2026

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

Generator Rentals for January 2026 Winter Storm Prep to have at stations in case of power outages for operations to continue without issues. We have rented (6) 100K W Generators and (4) 55K W Generators for a one month rental for continuous operations in the event of power outages with all of these storms we are experiencing in January 2026 and may continue to have storms possibilities in upcoming weeks during this winter weather.

Approved by:

for Wes Byne 02/26/2026



Engineering Services Meeting

Meeting Date: xx/xx/2026

Amendment No. 3 to the Funding for Grant Writing Services targeted at water and wastewater.

- Department:** Utilities Department
- Presenter:** Wes Byne, Director
- Caption:** To approve funding for additional services to the Grant Writing Services targeted at water and wastewater. Request to add CO #3 in the amount of \$245,000.00. (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)
- Background:** Augusta Utilities has been working with ARDURRA (W.K Dickson & Company) who is currently providing grant-writing and funding identification services specifically targeted at funds for water and wastewater services. AUD has requested a scope modification to include environmental documentation oversight, intermediary with federal and state agencies, and coordination assistance in addition to the previous services of the engineering agreement.
- Analysis:** Through the grant writing services provided by ARDURRA, Augusta has benefited from substantial funding opportunities, however as new opportunities come to light from federal funding resources, they require federal conditions, reporting, and specialized expertise to apply and procure the funds. AUD has requested that ARDURRA provide a scope modification to provide these services, because they have qualified staff members who have the experience with the applications and processes.
- Financial Impact:** Funding in the amount of \$245,000.00 is required to continue accomplishing these initiatives and should be transferred from fund 506 to the following accounts: 506043110-5212999
- Alternatives:** No alternatives are recommended.
- Recommendation:** Augusta Utilities Department recommends approving the amendment to the existing Engineering Services Agreement with ARDURRA (W.K. Dickson & Company).
- Funds are available in the following accounts:** Funds are available in the following accounts: 506043110-5212999
- REVIEWED AND APPROVED BY:** N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

MEMO

DATE: February 06, 2026

TO: Andy Penick, Procurement Director

FROM: Wes Byne, P.E., Utilities Director

SUBJECT: Approve Amendment No. 3 to the Funding for Grant Writing Services targeted at water and wastewater to Ardurra (W.K. Dickson & Company, Inc.)

Augusta Utilities has reviewed the proposal submitted by Ardurra, to provide services for environmental documentation oversight, intermediary assistance with federal and state agencies, and coordination assistance in addition to the previous services. The additional fee for the amendment is \$245,000.00. AUD has found the proposal and fee to be fair and reasonable and is requesting approval to award the amendment to the contract.

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

May 2, 2023

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

Dear Director Byne:

At their meeting held on Tuesday, May 2, 2023, the Augusta, Georgia Commission, acted on the following items:

5. Approved motion to ratify funding for diesel fuel required during the canal shutdown.
6. Approved MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.
7. Approved Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132).
8. **Approved Funding for Grant Writing Services targeted at water and wastewater.**
11. Approved proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809.
12. Approved proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132)

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd



CONTRACT FOR SERVICES AMENDMENT NO. 3

ADDITIONAL SERVICES AUTHORIZATION

The following modifications to the contract (“Contract”) for AUD Funding Assistance PO No. 23AUA153 WKD No. 20230516.00.AT dated May 2, 2023, between Augusta, Georgia (OWNER) and W.K. Dickson & Co., LLC (CONSULTANT) are authorized.

1. SCOPE OF SERVICES.

The OWNER has asked that the CONSULTANT add to this contract to provide Environmental Permit Coordination and Assistance. The different grants and loans programs often require environmental documentation as a condition of funding. At times this documentation can enhance the OWNER’s ability to compete for this funding. The CONSULTANT would only perform these services as directed by the OWNER. These additional services will include funding applications and coordination with agencies concerning funding opportunities that may exist for infrastructure associated with OWNER’s water and sewer systems. The CONSULTANT has helped the OWNER position for multiple funding agencies and will continue those efforts on an as needed basis directed by the OWNER. The additional services anticipated may include development of environmental documentation such as NEPA and Categorical Exclusions that are necessary to access funding. The OWNER intends to pursue funding with GEFA, USACE, EPA, and other agencies for infrastructure improvements that the CONSULTANT will assist with. The CONSULTANT has helped the OWNER position in 2025 for over twenty funding opportunities with a total potential funding of \$143M. To date \$56M has been awarded and \$14M in principal forgiveness and or grant funds. Each of these opportunities are in different stages of the funding process and will continue to develop over the next several years. The use of these federal funds will require compliance with federal conditions, reporting and environmental documentation for each phase of implementation and other documentation to support compliance with accepting these funds. The continued funding of this effort is critical to continue pursuit of these and other funding opportunities. The OWNER is in full control of pursuits and opportunities, and monthly funding strategy sessions are performed to assist. These project pursuits range from funding to replace the water metering system of the utility that can accurately charge for services rendered, the renovation and rehabilitation of the Augusta Canal system that is responsible for approximately 70 percent of the drinking water for users, congressionally appointed funds for critical infrastructure projects, Helene recovery funds for critical infrastructure in the area and needed upgrades to the wastewater treatment plant for the city. These funds are anticipated to help provide funding at cost effective levels to maintain level of service to tax payers in the area.

2. TIME OF PERFORMANCE. CONSULTANT’s time of performance for the above additional services shall increase the time of the contract through May 2027. The service will be performed as directed by the OWNER and monthly reports on progress will be provided.

3. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work on an hourly plus expenses basis not-to-exceed \$ 245,000. The total Contract not-to-exceed fee is increased from \$290,000 to \$ 535,000. The attached rate schedule will be utilized to perform services requested.

All other terms of the Contract remain unchanged.

OWNER:
AUGUSTA, GEORGIA

CONSULTANT:
W.K. DICKSON & CO., LLC

By: _____

By: _____

Name: Garnett L. Johnson

Name: William G. Wingate III, PE

Title: Mayor

Title: Project Director

Date: _____

Date: _____

ARDURRA 2026 RATE SCHEDULE

LABOR

2026

Principal	\$305.00 /hr.
Practice Director	\$305.00 /hr.
Senior Consultant	\$275.00 /hr.
Group Leader	\$280.00 /hr.
Senior Project Manager	\$270.00 /hr.
Senior Electrical Engineer	\$275.00 /hr.
Project Manager	\$245.00 /hr.
Engineering Manager	\$245.00 /hr.
Associate Project Manager	\$225.00 /hr.
Senior Project Engineer 2	\$245.00 /hr.
Senior Project Engineer 1	\$215.00 /hr.
Project Engineer	\$195.00 /hr.
Electrical Engineer	\$210.00 /hr.
Engineering Associate II	\$155.00 /hr.
Engineering Associate I	\$140.00 /hr.
Senior Project Controller	\$175.00 /hr.
Project Controller	\$160.00 /hr.
Senior Scientist	\$180.00 /hr.
Scientist	\$160.00 /hr.
Senior Planner	\$220.00 /hr.
Planner	\$165.00 /hr.
Senior Engineering Designer	\$175.00 /hr.
Engineering Designer 2	\$160.00 /hr.
Engineering Designer 1	\$125.00 /hr.
Senior GIS Analyst	\$185.00 /hr.
GIS Analyst	\$160.00 /hr.
GIS Technician	\$140.00 /hr.
Senior Construction Observer	\$165.00 /hr.
Construction Observer	\$140.00 /hr.
Senior Funding Support Specialist	\$155.00 /hr.
Funding Support Specialist	\$145.00 /hr.
Senior Project Administrator	\$140.00 /hr.
Project Administrator	\$105.00 /hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

The above rates are effective January 1, 2026 and may be adjusted by consultant in the future.

AUGUSTA, GEORGIA

PURCHASE ORDER

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

Page 1 of 1

Item 10.

PURCHASE ORDER NO.
23AUA153

DATE 08/21/25	DEPARTMENT 043110	VENDOR PHONE # (704) 227-3453	REQUISITION/QUOTE NO. R379035
VENDOR # 17495	E-VERIFY # 110665	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR WK DICKSON & CO INC. P.O. BOX 36005 CHARLOTTE, NC 28236	ATTN: CO 1 BID NUMBER: 18-132 CONTRACT #: 23AUA153 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		GRANT WRITING SERVICES TARGETED AT WATER AND WASTEWATER APPROVED BY COMMISSION 5/2/23, ITEM #8 506-04-3110/52-13119	60,000.00	60,000.00
0002	1	EACH		CO #1: GRANT WRITING SERVICES TARGETED AT WTER AND WASTEWATER 506-04-3110/52-13119	105,000.00	105,000.00
0003	1	EACH		ADD CO 1: ADDITIONAL FUNDING GRANT WRITING SERVICES FRO WATER AND WASTEWATER APPROVED BY COMMISSION 8/5/25, ITEM #18 506-04-3110/52-13119	125,000.00	125,000.00

CORRECTION:

DATE 8/25/25 INITIALS NW

DISCOUNT/BRAND

CONDITIONS - READ CAREFULLY

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

Sent by:

AUG 26 2025

Tess Thompson

REQUISITIONER

NET TOTAL..... 290,000.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	3
BID ITEM	18-132
DATE	02/06/2026

PROJECT TITLE Grant Writing Services Targeted at Water and Wastewater
ORIGINAL CONTRACT DATE 05/02/2023 **PROJECT NUMBER** AUD 2023-008
OWNER AUGUSTA, GEORGIA **PO NUMBER** 23AUA153

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

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

W.K. Dickson & Company was awarded the Engineering Services Agreement with AUD for Grant Writing Services targeted at water and wastewater. As additional funding opportunities of federal funds have become available the application and the assessments required to procure the funding has evolved. This scope modification is to add to the existing services agreement the tasks Environmental Documentation Oversight, Federal and State Agency Intermediary, and Coordination Assistance.

PAYEE	ARDURRA (WK Dickson & Co, LLC)	
TOTAL AMOUNT OF THIS CHANGE ORDER	\$	245,000.00
The contract time will be INCREASED by <u>480</u> calendar days as a result of this change.		
ORIGINAL CONTRACT AMOUNT	\$	60,000.00
PREVIOUS CHANGE ORDER	\$	290,000.00
THIS CHANGE ORDER (INCREASE)	\$	245,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	\$	535,000.00

FUNDING NUMBER/ACCOUNT NUMBER 506043110-5212999

PROPOSED BY:  DATE: 2/9/2026
CONSULTANT

REQUESTED BY:  DATE: 2-10-2026
ENGINEER

SUBMITTED BY:  DATE: 10 Feb 26
DEPARTMENT DIRECTOR

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

CONSULTANT: W.K. Dickson & Co., Inc.

PROJECT: AUD Funding Assistance

DATE EXECUTED: May 2, 2023

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

This Agreement is made and entered into this 2nd day of May, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and *W. K. Dickson & Co., 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: AUD Funding Assistance

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 industry standard design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

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

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

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

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

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

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

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



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

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

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

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

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice to Proceed. The effective date of services shall be defined in the Notice to Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT'S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in items (b) and (c). The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

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

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

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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORKPLACE

CONSULTANT shall be responsible for ensuring 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, engineers, 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 to credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.



23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:
 ADMINISTRATOR
 AUGUSTA, GEORGIA
 535 Telfair Street
 Augusta, GA 30901

CONSULTANT:
W.K Dickson & Co., Inc.
1450 Greene Street, Suite 145
Augusta, GA 30901

Copy to:
 Wes Byne PE, Director
 AUGUSTA UTILITIES DEPARTMENT
 452 Walker Street, Suite 200
 Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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



28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts



where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: [Signature]

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

W. K Dickson & Co., Inc.

BY: [Signature]

PRINTED NAME William G. Wingate, III

AS ITS: Vice President

ATTEST CLERK:

[Signature]

PRINTED NAME: LENA J. BONNED

AS ITS: Clerk of Commission

DATE: 6/29/23

ATTEST:

[Signature]

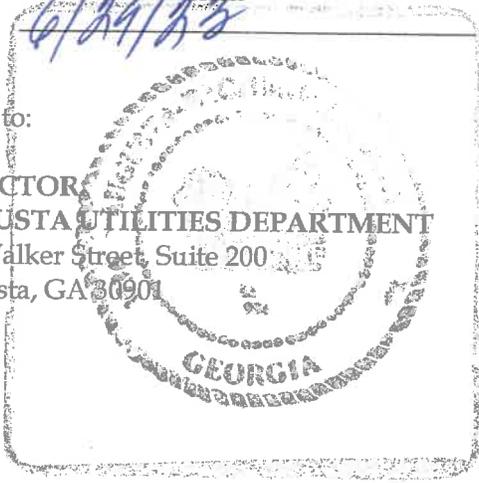
PRINTED NAME: Cynthia Farrell

AS ITS: Project Admin

DATE: 6/7/23

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901





CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the



necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

PROJECT DESCRIPTION:

PROJECT PURPOSE AND PRESENT CONDITIONS

Within the past year, the water industry has experienced unprecedented level of federal funding that will continue for the next several years. This initial investment came from the American Rescue Plan Act (ARPA) and was followed by the passage of the Infrastructure Investment and Jobs Act (IIJA) or also known as the Bipartisan Infrastructure Law (BIL). BIL will add significant supplemental dollars to State Revolving Fund over the next 5 years. This brings significant opportunities for the OWNER to leverage local dollars with these additional funds to complete critical capital improvement projects, such as the rehabilitation of these satellite sewer systems. As a result of this unprecedented federal action, additional funding may also be available for these projects through additional state ARPA funds, other federal/state infrastructure funding programs as well as the potential for federal funding earmarks.

The CONSULTANT aided the OWNER in preparing applications for basin rehabilitation projects. The goal of this project will be to utilize the CONSULTANT's funding, regulatory and system design experience to assist the OWNER in identifying and in evaluating additional funding sources throughout the OWNER's system.

PROJECT DESCRIPTION

As a public wastewater utility in Georgia, the OWNER is eligible for applying for loans and grants for the upgrade and maintenance of their collection system assets. Through this project, the CONSULTANT will provide support to the OWNER in assessing potentially viable funding alternatives for the upgrade and maintenance of the OWNER's collection system assets.

SCOPE OF WORK

Task 1 – FUNDING REVIEW MEETING: Based on funding guidance on SRF project eligibility/principal forgiveness requirements and information on the additional funding that will be available through the IIJA, the CONSULTANT will initially meet with the OWNER and OWNER's other funding support to review their priority projects and discuss which funding opportunity may be best suited for each. This meeting can be held virtually to allow it to occur as soon as possible. After the funding review meeting, additional meetings may be held quarterly or when the annual capital improvement budget is being developed to complete this process for new projects.



Task 2 – DEVELOPMENT OF FUNDING PLAN: Following the kick-off meeting, the CONSULTANT will develop a funding plan for those projects that are best aligned with the funds available from the various sources so that the OWNER will be positioned to quickly act on upcoming application deadlines in 2023. New projects will be added to the plan as they are identified and vetted through a funding review meeting.

Task 3 – DEVELOPMENT OF FUNDING REQUESTS: As more information is known about the IIJA funds through SRF, as well as other potential funding opportunities (i.e., FEMA BRIC program) and potential projects have been identified through meeting with the OWNER, the CONSULTANT can assist the OWNER in developing requests, applications, and project questionnaires. The CONSULTANT will provide the OWNER with an overview of each potential funding source, application requirements, timeframe for securing the funds and any special terms or conditions that may be attached to those funds. This will allow the OWNER to make informed decisions about which funds to pursue. Because these efforts to complete and submit applications may be quite different depending on the funding agency, the CONSULTANT will provide the OWNER with monthly updates concerning progress and remaining funding allocated. Additional Task Orders, as needed, that will provide a scope of work and fee based on the level of effort needed for each submittal if the OWNER elects to have the CONSULTANT perform these additional services.



ATTACHMENT B - COMPENSATION

The City shall pay the CONSULTANT for services set forth in Scope of Services,

Basic Services

The OWNER shall pay the CONSULTANT for services set forth in Scope of Services as follows:

Item/Description	Terms	Fee
Funding Assistance	HRLY/NTE	\$60,000.00
Total Fee		\$60,000.00

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 indicated 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, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for funding assistance shall be invoiced based on the hourly rates attached.

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.



W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR**2023**

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



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:

William 'Trey' G. Wingate, III, PE	Vice President	
Angela Mettlen	Vice President	Director of Strategic Funding & Regulation
Anita Robertson, PE	Senior Project Manager	
Jeremy Brashears, PE	Vice President	
Priya Veeravalli, PE	Project Engineer	
Walt Fletcher, PE	Senior Project Manager	



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 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 90% and final documents.

Prior to submitting 90% review documents:

- Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands.
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified.
 - Identification of potential problems in meeting design objectives.
- Site Plan (If required)

Throughout project:

- Prepare printed responses to comments received from the CITY following reviews.
- Provide the necessary plats for easement acquisition and DOT/other permit application.
- Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- Prepare and submit plans to EPD for review and approval when required.
- Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.



- Prepare construction cost estimates at each review stage, 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.
 - Construction Administration Services called for in attached scope.

**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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
 - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.